

LEWIS BRISBOIS BISGAARD & SMITH LLP

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Attorneys for Plaintiff, PAN OCEAN CO. LTD.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

PAN OCEAN CO. LTD.,

Plaintiff,

vs.

CLEARLAKE SHIPPING PTE LTD.,

Defendant.

CASE NO.

PLAINTIFF'S VERIFIED ORIGINAL COMPLAINT

[Filed Under Rule 9(h) Fed. R. Civ. P.]

(Admiralty)

Plaintiff Pan Ocean Co. Ltd., by its attorneys Lewis Brisbois Bisgaard & Smith LLP, complaining of the above-named Defendant Clearlake Shipping Pte Ltd., alleges upon information and belief as follows:

JURISDICTION AND PARTIES

1. This is a case within this Court's maritime and admiralty subject matter jurisdiction pursuant to 28 U.S.C. section 1333 as hereinafter more fully appears, and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This Court has jurisdiction to authorize the maritime attachment of certain funds currently held by garnishee Chevron ("Chevron") within the Northern District of California, as described in greater detail below.

2. Pan Ocean Co. Ltd. ("Pan Ocean" or "Plaintiff") is a corporation organized and existing under the laws of the Republic of South Korea, having its principal place of business in Seoul, South Korea. Pan Ocean is in the business of owning, chartering and operating ocean going vessels.

3. Clearlake Shipping Pte Ltd. (“Clearlake Shipping” or at times “Defendant”) is a business entity organized and existing under the laws of Singapore, having its principal place of business in Singapore. Clearlake Shipping is in the business of chartering vessels.

4. Defendant is a foreign entity that is not present within the district as that term is understood under Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure (“Rule B”). *See* accompanying Affidavit of David E. Russo, attached hereto as **Exhibit A**. Defendant has not registered to do business with the California Secretary of State, does not maintain a business office or address in California, and has not designated or maintained a resident agent for service of process in California. Substituted service of process can be had over Defendant by serving the Secretary of State of California with duplicate copies of process. Process or notice can be sent to Clearlake Shipping Pte Ltd, 12 Marina Boulevard, #35-02 Marina Financial Tower 3, Singapore, 018982.

BASIC FACTS

5. At all relevant times Pan Ocean was the owner (bare boat charterer) of the ocean going vessel M/V GRAND ACE 12.

6. On or about April 13, 2016 Pan Ocean, as owner, chartered the M/V GRAND ACE 12 to Clearlake Shipping for one voyage to carry cargos of clean petroleum cargos to be loaded and discharged in a specified geographic range (the “Charter”). A true and correct copy of the Charter is annexed hereto as **Exhibit B**.

7. Clause 30.3 of the Charter provided in relevant part:

If a Bill of lading is not available at any discharge port to which the Vessel may be ordered by Charterers under this Charter or if Charterers require Owners to deliver cargo to a party and/or at a port other than as set out in the Bills of Lading, then Owners shall nevertheless discharge such cargo in compliance with Charterers’ instructions, upon presentation by the consignee nominated by Charterers (“the Receiver”) of reasonable identification to the Master and in consideration of Charterers undertaking:

30.3.1 to indemnify Owners (which term shall, for the purpose of this Clause, include Owners’ servants and agents) and to hold Owners harmless in respect of any liability, loss, damage, cost or expense of whatsoever nature which Owners may sustain by reason of delivering the cargo to the receiver in accordance with Charterers’ instructions;

30.3.2 to provide Owners on demand, in the event of any proceedings being commenced against Owners in connection with the delivery of the cargo as aforesaid, from time to time, with sufficient funds to defend the same;

30.3.3 to provide Owners on demand with such bail or other security as may be required if, in connection with the delivery of the cargo as aforesaid, the Vessel, or any other vessel or property belonging to Owners, should be arrested or detained or, if the arrest or detention thereof should be threatened, in order to prevent such arrest or detention, or to secure the release of such Vessel or property and to indemnify Owners in respect of any loss, damage, cost or expense caused by such arrest or detention whether or not the same be justified .

..

8. During performance of the Charter, Clearlake Shipping requested that Pan Ocean make certain modifications to the loading and discharge orders relating to blending of the cargoes on board and issuance of bills of lading.

9. Pan Ocean agreed to these modifications in consideration of Clearlake Shipping issuing a Letter of Indemnity ("LOI") in favor of Pan Ocean indemnifying and holding Pan Ocean harmless for all consequences for following Clearlake Shipping's instructions.

10. Clearlake Shipping issued the requested LOI. A true and correct copy of the LOI is attached hereto as *Exhibit C*.

11. The indemnity provisions of the LOI provided in relevant part:

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of the loading of the cargoes as aforesaid in accordance with our above request even if such liability, loss, damage and/or expense is caused and/or incurred solely by act or negligence of you, your servants and/or agent.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the loading of the cargoes as aforesaid, to provide you or them on demand with sufficient funds to defend the same.

3. If, in connection with the loading of the cargoes as aforesaid, the ship, of any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise

1 howsoever), to provide on demand such bail or other security as may
 2 be required to prevent such arrest or detention or to secure the release
 3 of such ship or property or to remove such interference and to
 4 indemnify you in respect of any liability, loss, damage or expense
 caused by such arrest or detention or threatened arrest or detention or
 such interference, whether or not such arrest or detention or threatened
 arrest or detention or such interference may be justified.

5 12. The LOI provides that it shall be governed and construed in accordance with English
 6 law.

7 13. Prior to the GRAND ACE 12's arrival at the discharge port, Clearlake Shipping
 8 requested pursuant to clause 30 of the Charter that Pan Ocean discharge the cargo without presentation
 9 of the original bills of lading. Pan Ocean complied with this request.

10 14. On March 1, 2018 the GRAND ACE 12 was arrested in Singapore by entities claiming
 11 they were the receivers of the aforementioned cargo (the "Singapore plaintiffs") and who are alleging
 12 that Pan Ocean is liable to them for negligent/fraudulent misstatements and/or breach of duty in
 13 connection with the bills of lading.

14 15. Pan Ocean has denied any wrongful activity on its part, but nonetheless to secure the
 15 release of the GRAND ACE 12 it was required to provide security for the Singapore plaintiffs claim in
 16 the amount of \$5,652,052.71.

17 16. Pan Ocean denies any knowledge of any fraud, and has repeatedly demanded under
 18 clause 30 of the charter party and the LOI that Clearlake Shipping provide counter security, defend the
 19 action in Singapore, and indemnify Pan Ocean for all consequences of following Clearlake Shipping's
 20 instructions, as provided in clause 30 of the Charter and the LOI.

21 17. To date Clearlake Shipping has refused to honor its obligations under the Charter and
 22 the LOI, and is in breach thereof.

23 CAUSES OF ACTION

24 COUNT I

25 BREACH OF CONTRACT

26 18. Pan Ocean repeats and re-alleges each and every allegation contained in paragraphs 1
 27 through 17 in its complaint herein as if set forth in full.

1 **19.** Pan Ocean and Clearlake Shipping had agreements for valuable consideration pursuant
2 to which Clearlake Shipping undertook to indemnify Pan Ocean for complying with Clearlake
3 Shipping's instructions to deliver cargo without presentation of original bills of lading and to modify
4 the loading and discharging order relating to blending of cargo and issuance of bills of lading.

5 **20.** Pan Ocean has duly performed all the terms and conditions of the agreements on its
6 part.

7 **21.** In breach of the express obligations in the Charter and the LOI, Clearlake Shipping has
8 failed to provide security for the Singapore claims, defend the action in Singapore, and indemnify Pan
9 Ocean for all consequences of following Clearlake Shipping's instructions.

10 **22.** Under English law, based on the foregoing, Pan Ocean has a *prima facie* breach of
11 contract claim against Clearlake Shipping.

12 **23.** Pan Ocean has demanded that Clearlake Shipping fulfill its obligations under the
13 Charter and LOI, but Clearlake Shipping has failed and refused and continues to fail and refuse to do
14 so.

15 **24.** As a result of Clearlake Shipping's breach, Pan Ocean was forced to provide security
16 for the Singapore plaintiffs claim in the amount of \$5,652,052.71 in order to obtain the release of the
17 GRAND ACE 12 from arrest.

18 **25.** By reason of Clearlake Shipping's breach of the Charter and the LOI, in failing to
19 provide security for the Singapore entities' claims, defend the action in Singapore, and indemnify Pan
20 Ocean for all consequences of following Clearlake Shipping's instructions, Pan Ocean has sustained
21 damages in the principal sum of \$5,652,052.71.

22 **26.** Pan Ocean under Singapore law is entitled to pre-judgment interest on this principal
23 amount at the rate of 5.33% per annum, and is further entitled under Singapore law to an award of its
24 costs and attorney fees should it prevail in the litigation by the Singapore plaintiffs, which as best as
25 can presently be estimated would be approximately \$100,000.

26 ///

27 ///

28 ///

COUNT II**RECOVERY OF SINGAPOREAN HIGH COURT COSTS, FEES AND INTEREST**

27. Pan Ocean repeats and re-alleges each and every allegation contained in paragraphs 1-26 in its complaint herein as if set forth in full.

28. Attachment to secure claims that are subject to foreign judicial proceedings is commonplace and available even after the litigation has been commenced.

29. In connection with this dispute, Pan Ocean has commenced proceedings in the High Court of Singapore against Clearlake Shipping which does not preclude its right to a Rule B attachment to obtain security for its potential award.

30. The Singapore proceedings against Clearlake are expected to take up to three years to resolve. As best as can be estimated, the costs in such a case are expected to be US\$500,000 over 3 years. Interest is calculated in Singapore proceedings at the default statutory rate of 5.33% per annum. Pan Ocean is entitled to the costs/fees incurred by it in the Singapore proceedings against Clearlake.

COUNT III**RULE B RELIEF**

31. Pan Ocean repeats and re-alleges each and every allegation contained in paragraphs 1 through 30 in its complaint herein as if set forth in full.

32. As best as can now be estimated, Pan Ocean's total claim, including interest, costs and attorneys' fees, is \$7,251,755.93. This amount is broken down as follows:

CLAIM	AMOUNT
Security Posting	\$5,652,052.71
Singaporean High Court Costs	\$500,000.00
Singaporean Defense Costs and Fees	\$100,000.00
Singaporean Interest at 5.33% per annum on the above for 3 years	\$999,703.22
TOTAL	\$7,251,755.93

Pan Ocean therefore seeks issue of process of maritime attachment in the amount of \$7,251,755.93 to obtain security for its claim, including interest, costs and attorneys' fees.

1 **33.** No security for Pan Ocean's claims has been posted to date by Defendant or anyone
2 acting on its behalf.

3 **34.** Defendant Clearlake Shipping cannot be found within this district within the meaning
4 of Rule B. *See* accompanying Affidavit of David E. Russo, see *Exhibit A*.

5 **35.** On information and belief, Clearlake Shipping has entered into a separate voyage
6 charter with Chevron for the transportation of certain cargoes from Brownsville, Texas to a foreign
7 locale aboard the vessel MR PAT BROWN, which upon information and belief is currently on voyage
8 to Chile where she will discharge cargo around June 15-20, 2018. In connection with this
9 arrangement, Chevron, which is located within the Northern District of California at 6001 Bollinger
10 Canyon Road, San Ramon, California 94583, has or will have during the pendency of this action,
11 assets which are owed to Clearlake Shipping in the form of freight, property, effects, cash, funds, hire,
12 credits and/or debts owed to it or in the hands of garnishees in this District, including but not limited
13 to Chevron.

14 **WHEREFORE,** Pan Ocean respectfully requests the Court to enter judgment as follows:

15 A. That process in due form of law issue against Defendant Clearlake Shipping, citing it to
16 appear and answer under oath all and singular the matters alleged in the Verified Complaint;

17 B. That since Defendant cannot be found within this District pursuant to Rule B, this
18 Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and
19 Garnishment pursuant to Rule B attaching all of Defendant's tangible or intangible property or any
20 other funds held by any garnishee, including but not limited to freight held by Chevron, which are due
21 and owing to Defendant up to the amount of \$7,251,755.93 to secure the Plaintiff's claims, and that all
22 persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the
23 matters alleged in the Verified Complaint;

24 C. That since it appears that the U.S. Marshal's Service lacks sufficient staff to effect
25 service of process of Maritime Attachment and Garnishment promptly or economically, and that since
26 appointing a person over 18 years of age and who is not a party to this action will result in substantial
27 economies in time and expense and save jurisdictional resources, such a person be appointed pursuant
28 to Fed. R. Civ. P. 4(c) to serve process of Maritime Attachment and Garnishment in this action.

1 D. That this Court retain jurisdiction over this matter through the entry of a judgment or
2 award associated with the pending claims including appeals thereof.

3 E. That Pan Ocean be awarded all costs and attorneys' fees incurred in connection with
4 this action; and

5 F. That Pan Ocean may have such other, further and different relief as may be just and
6 proper.

7 DATED: June 13, 2018

LEWIS BRISBOIS BISGAARD & SMITH LLP

8
9 By: /s/ David E. Russo

David E. Russo

Lynn L. Krieger

Attorneys for Plaintiff, PAN OCEAN CO. LTD.

VERIFICATION

David E. Russo, being duly sworn, deposes and says:

1. I am a member of the bar of the State of California and I am licensed to practice before this Honorable Court. I am a partner of the firm of Lewis Brisbois Bisgaard & Smith LLP, attorneys for Plaintiff.

2. I have read the foregoing Complaint and I believe the contents thereof are true.

3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.

4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.

Dated: June 13, 2018

David E. Russo

David E. Russo

EXHIBIT A

LEWIS BRISBOIS BISGAARD & SMITH LLP

DAVID E. RUSSO, SB# 112023

Email: David.Russo@lewisbrisbois.com

LYNN L. KRIEGER, SB# 209592

Email: Lynn.Krieger@lewisbrisbois.com

333 Bush Street, Suite 1100

San Francisco, California 94104-2872

Telephone: 415.362.2580

Facsimile: 415.434.0882

Attorneys for Plaintiff, PAN OCEAN CO. LTD.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

PAN OCEAN CO. LTD.,

Plaintiff,

vs.

CLEARLAKE SHIPPING PTE LTD.,

Defendant.

CASE NO.

**AFFIDAVIT PURSUANT TO SUPPLEMENTAL
RULE B**

[Filed Under Rule 9(h) Fed. R. Civ. P.]

(Admiralty)

David E. Russo, being duly sworn, deposes and says:

1. I am a member of the Bar of the State of California and a partner with the firm of Lewis Brisbois Bisgaard & Smith LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of Defendant Clearlake Shipping Pte Ltd. ("Defendant") pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. Defendant is a party to the maritime contract of charter party and letter of indemnity on which this claim is based and is a foreign company organized and existing under the laws of Singapore, having its principal place of business in Singapore.

3. Defendant is not incorporated or registered to do business in the State of California.

///

1 4. Under my supervision, my office did a search of the California Secretary of State, online
2 search database, and a general internet search on the Google search engine.

3 5. In our search, we did not find any listing referencing Defendant in this district or state.

4 6. In the circumstances, I believe Defendant cannot be “found” within this district within
5 the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the
6 Federal Rules of Civil Procedure.

7 7. Upon information and belief and as outlined in Plaintiff’s Verified Complaint,
8 Defendant has, or will have during the pendency of this action, assets in this jurisdiction consisting of
9 freight, cash, funds, hire, and/or credits in the hands of garnishees in this District, including but not
10 limited to Chevron, which is located in this district at 6001 Bollinger Canyon Road, San Ramon,
11 California, 94583.

12 8. We anticipate that the U.S. Marshal’s Service lacks sufficient staff to effect service of
13 Process of Maritime Attachment and Garnishment promptly or economically. I respectfully request
14 that the Court appoint any person selected by Lewis Brisbois Bisgaard & Smith LLP who is over 18
15 years of age and is not a party to this action, to serve Process of Maritime Attachment and Garnishment
16 and supplemental process on the garnishee named in Schedule A to the Order Directing Clerk to Issue
17 Process of Maritime Attachment and Garnishment and Appointing Process Service, or upon any other
18 or additional garnishees as may be named in any supplemental Process of Maritime Attachment and
19 Garnishment.

20 I declare under penalty of perjury under the laws of the United States of America that the
21 foregoing is true and correct.

22 Dated: June 13, 2018

David E. Russo

David E. Russo

EXHIBIT B

성제용 [탱커영업팀]

보낸 사람: 김경현 [탱커영업팀]
보낸 날짜: 2016년 4월 14일 목요일 오전 9:46
받는 사람: 강철민 [싱가폴법인]; 탱커영업팀; 탱커운항팀
제목: FW: GRAND ACE 12/CLEARLAKE MCHINA-TWN/CHINA IN DC - CP DATED 13TH APRIL 2016
첨부 파일: 1.Q88(GRAND_ACE12_FEB).doc; Fwd: GRAND ACE 12/CLEARLAKE MCHINA-TWN/CHINA IN DC - CP DATED 13TH APRIL 2016 ADDENDUM NO. 1

GRAND ACE12-V.085 CLEAN RECAP 입니다.

+ 양하지 M.CHINA 기준으로 FIX되었으나, TRADING PART에서 재차 South/North option 요청하여 첨부와 같이 addendum 1 작성됨.

+ Intention은 M.CHINA

김경현 배상

Everything will work out just fine

From: Chris Tan Wen Li [<mailto:Chris.Tan@Braemar.com>]

Sent: Wednesday, April 13, 2016 8:00 PM

To: randy.tan@gunvortrade.sg; 김경현 [탱커영업팀]; 강철민 [싱가폴법인]; SOH Terence

Cc: Misha Lim (Braemar ACM Shipbroking Singapore); kwoon@acmshipping.com.sg; Chris Tan Wen Li; Prapaharan Letchumanan

Subject: GRAND ACE 12/CLEARLAKE MCHINA-TWN/CHINA IN DC - CP DATED 13TH APRIL 2016

TO : CLEARLAKE SHIPPING PTE LTD
ATTN: MR RANDY TAN/MR TERENCE SOH

TO : PAN OCEAN
ATTN: MR JAMES KIM

DATE: 13TH APRIL 2016

FROM: BREAMAR ACM SHIPBROKING PTE LTD

RE : GRAND ACE 12/CLEARLAKE CP DATED 13 APR 2016

REF OUR TELCONS AND AS PER YR AUTHORITY, WE ARE PLEASED TO CONFIRM FOLLOWIN FIXTURE WITH ALL SUBJECTS LIFTED IN ORDER AS AT friday 13ST april 2016 1800HRS SINGAPORE TIME:

=====

STRICTLY PRIVATE AND CONFIDENTIAL

=====

IT IS THIS DAY AGREED BETWEEN PAN OCEAN CO. LTD (HEREINAFTER REFERRED TO AS "DISPONENT OWNERS"), BEING [DISPONENT OWNERS] OF THE GOOD MOTOR TANKER VESSEL CALLED GRAND ACE 12 (HEREINAFTER REFERRED TO AS "THE VESSEL") DESCRIBED
HEREOF AND CLEARLAKE SHIPPING PTE LTD OF SINGAPORE (HEREINAFTER REFERRED TO AS "CHARTERERS"):

(TITLE)

CHARTERER : CLEARLAKE SHIPPING PTE LTD
12 MARINA BOULEVARD
#35-02 MARINA FINANCIAL TOWER 3,
SINGAPORE 018982
TEL: +65 6496 9900
FAX: +65 6496 9901

REGISTERED OWNER : POS MARITIME NX S.A.
53RD STREET, URBANIZACION MARBELLA MMG TOWER 16TH,
PANAMA CITY, REPUBLIC OF PANAMA
TEL: 82-2-316-5357
FAX: 82-2-316-5075
TELEX: NOT APPLICABLE
EMAIL: kkh7@panocean.com

TECHNICAL OPERATOR : STX MARINE SERVICE CO., LTD
18F, PANOCEAN BLDG, 102, JUNGANG-DAERO,
JUNG-GU, BUSAN 600-725, KOREA rep
TEL: +82-51 461 2151
Fax: +82 51 464 3558
Email: BIZ-TOT@ONESTX.COM

COMMERCIAL OPERATOR : PAN OCEAN CO., LTD.
STX NAMSAN TOWER, 98 HUAMRO, JUNG-GU, SEOUL, KOREA
TEL: +82 2 316 5560
FAX: +82 2 316 5075
TELEX: NOT APPLICABLE
EMAIL: THERESA_SEOL@PANOCEAN.COM

DISPONENT OWNER : PAN OCEAN CO., LTD.
STX NAMSAN TOWER, 98 HUAMRO, JUNG-GU, SEOUL, KOREA
TEL: +82-2-316-5357
FAX: +82-2-316-5076
TELEX: NOT APPLICABLE
EMAIL: KKH7@PANOCEAN.COM

CHARTER PARTY FORM : BPVOY 4 WITH CHARTERERS RIDER CLAUSES

C/P DATE : 13TH APRIL 2016

(VESSEL DETAILS)

VESSEL : GRAND ACE12
EX-NAME : STX ACE12 (OCT 19, 2014)
IMO NUMBER : 9384077
SDWT : 46,187.769 MT
SDRAFT : 12.216 M
BUILT : SEPT 11, 2008
FLAG : PANAMA
LOA : 183 M

BEAM : 32.23 M
 KTM : 46.35 M
 BCM : 92.34 M
 TPC/TPI : 51.80 TON TPC
 CUBIC 98 PCT : 52,219.863 CBM
 SLOP 98 PCT : 1,104.591 CBM (PLEASE ADVISE AVAILABILITY)
 SEGREGATIONS : 6
 PUMPS : 12
 COATED : PHENOLIC EPOXY
 COILED : DECK MOUNTED VERTICAL HEAT EXCHANGER
 P AND I : BRITANNIA
 H&M VALUE : USD XX MILLION
 C/P SPEED : ABOUT 13.0 KNOTS WSNP
 LAST SIRE : 27 DEC 2015 AT BOTANY BAY
 APPROVALS WOG : BP / SHELL

LAST 3 CARGOS : GASOIL/MIXED ARO/JET+MX ARO/

ITINERARY : ETA SUBIC 14/4 PM
 ETD SUBIC 15/4
 ETA NANTONG 18/4
 ETD NANTONG 21/4
 ETA ZHOUSHAN 21/4
 ABV BSS AGW WSNP

(CARGO)

CARGO QUANTITY : CHARTERER'S OPTION UPTO FULL CAPACITY ALWAYS
 CONSISTENT
 WITH SAFE PERMISSIBLE DEADWEIGHT AND DRAFTS AT BOTH LOAD
 AND DISCHARGE PORTS

GRADE : ONE/TWO GRADE(S) OF CLEAN PETROLEUM PRODUCT(S)

SEGREGATION : WVNS

HEAT : N/A

(DATES)

LAYDAYS : IN DIRECT CONTINUATION NORMAL STEAMING PLUS TWENTY-FOUR
 (24) hours

(GEOGRAPHICAL)

LOADING RANGE : 1-3 SAFE PORT(S) MCHINA NINGBO-YIZHENG RANGE INCL
 ZHOUSHAN
 AND/OR IN CHOPT
 1-3 SAFE PORT(S)/STS TAIWAN, INT TAICHUNG

DISCHARGING RANGE : 1-3 SAFE PORT(S)/STS TAIWAN, INT TAICHUNG

AND/OR IN CHOPT
 1-3 SAFE PORT(S) PHILIPPINES, BATAAN-BATANGAS RANGE, INCL SUBIC BAY
 AND/OR IN CHOPT
 1-3 SAFE PORT(S) MCHINA NINGBO-YIZHENG RANGE INCL ZHOUSHAN
 AND/OR IN CHOPT
 1-3 SAFE PORT(S)/STS KERTEH/SINGAPORE/TANJUNG PELEPAS/TANJUNG
 LANGSAT/PASIR GUDANG/TANJUNG BIN/PENGERANG-KARIMUN-NIPAH
 RANGE INCL BATAM

 (FINANCIAL)

FREIGHT RATE in lumpsum : USD 335,000/- BSS 2:1 TAIWAN F/B SUBIC and DISCHARGE mchina
 USD 355,000/- BSS 2:1 MCHINA F/B SUBIC AND DISCHARGE MCHINA
 USD 545,000/- BSS 3:1 TAIWAN F/B SPORE F/B SUBIC AND DISCHARGE MCHINA
 USD 565,000/- BSS 3:1 MCHINA F/B SPORE F/B SUBIC AND DISCHARGE MCHINA
 USD 460,000/- BSS 3:1 TAIWAN F/B MCHINA F/B SUBIC AND DISCHARGE

MCHINA

USD 385,000/- BSS 3:1 MCHINA F/B TAIWAN F/B SUBIC AND DISCHARGE

MCHINA

- SUBIC BAY PORT CHARGES TO BE FOR CHARTERERS ACCOUNT
- charterer's option to discharge/top up at philippines prior to final discharge in china
- IF STS AT LOADING PORT MINUS USD 10,000; PORT CHARGES + AGENCY FEES TO BE CHTRS' ACCOUNT AND SETTLED DIRECTLY BY THEM
- STS LICENSE, EQUIPMENT (HOSES, FENDERS..) AND ARRANGMENT, IF ANY, TO BE CHTRS' ACCOUNT.
- STS AT YANGON, PORT CHARGES + AGENCY FEES TO BE OWNERS'

ACCOUNT

(N/A FOR THIS VOY)

- TANK CLEANING BSS CFW METHOD IN SHELL TANK CLEANING GUIDE

OVERAGE : N/A

DEMURRAGE RATE : USD 16,500/- PDPR

LAYTIME : TOTAL 84 HOURS SHINC

 BANKING DETAILS : BENEFICIARY BANK : HANA BANK (SWIFT CODE : HNBKRSSE)
 KCCI BRANCH SEOUL, KOREA
 JP MORGAN CHASE BANK, NEW YORK, U.S.A.
 (SWIFT CODE : CHASUS33/ABA NO:021-000-021)
 BENEFICIRAY : PAN OCEAN CO., LTD
 ACCOUNT NUMBER : 77690057450739

 STOWAGE, CARGO OPERATION AND COMPLIANCES

- For ops procedure – NA FOR THIS VOY

-
- 1) Load 15kt of gasoline blendstock at vopak sebarok
 - 2) Redoc gasoline blendstock to "raffinate".
 - 3) Head to batam to top up 15kt of "low aromatics components/reformat" via sts of Maersk Mississippi
 - 4) Perform ITT to blend the full cargo evenly
 - 5) Final redoc full parcel as mix aromatics ex batam.

In all cases in the absence of original bl's, owners to issue NN bls for same. Original new bl's to be reissued only upon receipt of the old ones.

- Attached documents from class for vessel fit to carry mixed aromatics.

(SPECIAL PROVISIONS)

- Please find CHTRS intention below for MT GRAND ACE 6 : (REINSTATE)

- 1) To load at SPORE AREA/KOREA/TAIWAN/SUBIC via TERMINAL OR STS with MT "XXX".
Vessel on completion of loading to be issued with Bls reflecting the cargo loaded as GASOIL AND/OR RAFFINATE/REFORMATE AND/OR LCO AND/OR MX ARO.
- 2) To proceed to Philippines, to receive approx 50mt MGO into 1 empty slop tank, via barge at potential anchorage at Philippines. As cargo will be received via bunker barge, no BL will be issued. However, captioned vessel will receive Bunker Delivery Note for MGO received. As instructed by Charterers, vessel will proceed to Philippines to carry out comingling operations. 50 MT of MGO supplied will be mixed in all Tanks and circulated to ensure proper comingling is carried out at Philippines, charterers to provide a LOI for comingling.
INTENTION SUBIC BAY
- 3) To proceed to China port - Final Port TBA. INTENTION CHINA
- 4) Charterer would require re-documentation for entire cargo on-board vessel (which will include the cargo in slop tank), prior arrival at discharge port.
- 5) For final redoc B/L details:
 - aa) Final B/L quantity - will be a total quantity basis B/L quantity loaded at SPORE AREA/KOREA/TAIWAN/SUBIC, together with the total quantity for MGO loaded at Philippines.
 - bb) In addition, Philippines (potentially Subic Bay) will be reflected as the loadport in the final redoc B/L
 - cc) Final B/L date will be based on date when MGO is loaded on-board captioned vessel at Philippines.
 - dd) For customs clearance purposes, Charterer require only Non-Negotiable BL to be issued by vessel Master.
 - ee) For the first set OB/L issued at SPORE AREA/KOREA/TAIWAN/SUBIC, Charterer will DO best endeavourS TO return full set to Owner as soon as available in exchange of the final Original Redoc BL.

In the absence of original bl's, owners will furnish chrts with a Non Nego copy for custom clearance AT DISCHARGE PORT

- BUNKERING : OWNERS HAVE OPTION TO TAKE BUNKER ON WAY TO DISCHARGE PORT.

- IF PREWASHING AFTER DISCHARGE IS REQUIRED AS PER LOCAL OR TERMINAL REGULATION,
TIME USED FOR SUCH MANDATORY PREWASH SHALL BE FOR CHARTERER'S ACCOUNT BUT
MAXIMUM 4 HRS AND COSTS FOR CHRTRS ACCT
- FROM THE POSITION/ITINERARY GIVEN WHEN FIXING THIS CHARTER, OWNERS WARRANT
THAT THE VESSEL WILL NOT PERFORM ANY INTERIM VOYAGE AND WILL PROCEED WITH
UTMOST DESPATCH TO THE LOADPORT.
- CHARTERERS' NOMINATED AGENTS BOTH END PROVIDED COMPETITIVE IN COST
- TRADE SANCTIONS

OWNERS/CHRTS REPRESENT, WARRANT AND GUARANTEE THAT:

- IT IS NOT SUBJECT TO SANCTION OR A SANCTIONED ENTITY,
- THE VESSEL IS NOT SUBJECT TO SANCTION OR A SANCTIONED ENTITY, THE VESSEL'S
FLAG OR ITS REGISTERED COUNTRY IS NOT SUBJECT TO SANCTION,
- THE OPERATIONAL MANAGER, THE SHIPMANAGER, THE REGISTERED OWNER, THE
DISPONENT
OWNER ARE NOT SANCTIONED ENTITIES OR NOT SUBJECT TO SANCTION.

"SANCTION" MEANS ANY SANCTION, REGULATION, STATUTE, OFFICIAL EMBARGO
MEASURES

OR ANY 'SPECIALLY DESIGNATED NATIONALS' OR 'BLOCKED PERSONS' LISTS, OR ANY
EQUIVALENT LISTS MAINTAINED AND IMPOSED BY THE UNITED NATIONS, THE
EUROPEAN

UNION, SWISS, SINGAPORE, THE UNITED STATES DEPARTMENT OF TREASURY'S OFFICE
OF

FOREIGN ASSETS CONTROL, THE UNITED STATES STATE DEPARTMENT OR ANY
REPLACEMENT

OR OTHER REGULATORY BODY ENFORCING ECONOMIC AND TRADE SANCTIONS
LEGISLATION

IN SUCH COUNTRIES OR BY ANY SUPRANATIONAL OR INTERNATIONAL
GOVERNMENTAL
ORGANIZATION.

"SANCTIONED ENTITY" MEANS ANY ENTITY, BEING AN INDIVIDUAL, CORPORATION,
COMPANY, VESSEL, ASSOCIATION OR GOVERNMENT, WHO OR WHICH:

(A) IS SUBJECT TO A SANCTION; OR

(B) IS CONNECTED TO ANY ENTITY WHO IS SUBJECT TO A SANCTION OR IS OWNED OR
CONTROLLED, DIRECTLY OR INDIRECTLY, BY ANY ENTITY WHO IS SUBJECT TO A
SANCTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS
CONTRACT

IS INTENDED, AND NOTHING HEREIN SHOULD BE INTERPRETED OR CONSTRUED, TO
INDUCE OR REQUIRE THE CHARTERER/OWNERS HERETO TO ACT IN ANY MANNER
(INCLUDING

FAILING TO TAKE ANY ACTIONS IN CONNECTION WITH A TRANSACTION) WHICH IS
INCONSISTENT WITH, PENALISED OR PROHIBITED UNDER ANY SANCTION.

IN THE EVENT IT IS OR BECOMES UNLAWFUL FOR THE CHARTERER/OWNERS IN THE CHARTERER'S/OWNERS SOLE JUDGMENT TO PERFORM ANY OF ITS OBLIGATIONS UNDER

THIS CONTRACT THE CHARTERER/OWNERS MAY, AT ITS SOLE DISCRETION, IMMEDIATELY

TERMINATE THE CONTRACT FORTHWITH, WITHOUT INCURRING ANY LIABILITY.

ADDITIONAL TERMS:

IF REQUIRED OWNERS TO REMEASURE TO ONE OF VSL'S PRE-EXISTING LOADLINES AT OWNERS TIME AND EXPENSE ONE TIME ONLY.

- OWNER TO GUARANTEE THE VSL HAS POLLUTION COVER FROM THEIR P+I CLUB UP TO USD 1 BILLION.
- ANY TAXES A/O DUES ON CARGO AND/OR FREIGHT TO BE FOR CHARTERERS ACCOUNT AND SETTLED DIRECTLY BY THEM.
- WAITING CARGO DOCUMENTATION AFTER HOSE DISCONNECTED, MAXIMUM 3 HOURS FOR OWNERS ACCOUNT THEREAFTER FOR CHARTERERS ACCOUNT
- SOUTH KOREA ANCHORAGE DUES MAXIMUM 48 HOURS FOR OWNER'S ACCOUNT THEREAFTER FOR CHRTR ACCOUNT.
- IN CASE THE VESSEL ARRIVES AT CUSTOMARY ANCHORAGE IN SKOREA AND TENDER N.O.R. TO LOAD BETWEEN 1800 HOURS AND 2400HOURS, LAYTIME TO COMMENCE AT 0600 HOURS THE NEXT DAY.
- DEBALLASTING/BALLASTING/SHIFTING TIME FROM ANCHORAGE TO THE FIRST BERTH SHALL NOT COUNT AS USED LAYTIME OR AS DEMURRAGE TIME UNLESS THESE ACTIVITIES WERE DONE CONCURRENTLY WITH THE LOADING. SHIFTING FROM BERTH TO BERTH FOR CHARTERER'S PURPOSES SHALL COUNT AS LAYTIME.
- IF DELAYED IN BERTHING DUE TO BAD WEATHER/SEA SWELL, CONOCO WEATHER CLS TO APPLY
- IN CASE OF LOADING AT INCHEON, NOTICE OF READINESS SHALL BE TENDERED AFTER "PALMIDO"
- THE CONCEPT OF "ONCE ON DEMURRAGE, ALWAYS ON DEMURRAGE" NOT TO APPLY.
- INTERIM PORT COSTS CLAUSE
CHARTERERS TO PAY FOR ADDITIONAL INTERIM LOAD/DISCH PORT AT COST WITH ADDITIONAL STEAMING TIME TO BE INCURRED FOR SUCH DEVIATION WHICH EXCEEDS DIRECT PASSAGE FROM FIRST LOADPORT TO FINAL DISCHPORT AS PER BP'S DISTANCE TABLE. TIME TO COUNT FROM ARRIVAL PILOT STATION INTERIM OAD/DISCHARGE PORT UNTIL DROPPING LAST OUTWARD PILOT INTERIM LOAD/DISCH PORT I.E. NO ALLOWANCE FOR NOTICE TIME, NOR DEDUCTION FOR SHIFTING EVEN FROM ANCHORAGE TO FIRST BERTH AND NO DEDUCTION FOR TIME LOST DUE TO TIDE, SEA AND WEATHER CONDITIONS. DEVIATION AND TIME USED TO BE CALCULATED AT DEMURRAGE RATE PER DAY PRO RATA PLUS COST FOR ADDITIONAL BUNKERS (INCLUDING IFO AND MDO) CONSUMED AS PER MASTERS TELEX STATEMENT. DEVIATION, ADDITIONAL TIME USED, ADDITIONAL BUNKERS CONSUMED AND PORT COSTS AS PER AGENTS D/A TO BE PAID TOGETHER WITH FREIGHT AS PER OWNERS TELEXED INVOICE, WHICH LATER TO~BE SUPPORTED BY HARD COPY DOCUMENTATION.

REINSTATE BUT N/A FOR THIS VOYAGE, DATED XXX

- RE-DOC PROCESS: (AMENDED)

IN CASE REQUESTED BY RECEIVER, CHARTERERS TO ORDER AGENT TO RE-ISSUE ALL 3 ORIGINAL B/LS INCLUDING SULPHUR CONTENT (GRADE NAME X.XX% SULPHUR). CHARTERERS WILL PROVIDE CERTIFICATE OF QUALITY AT LOADPORT TO PROVE SULPHUR

CONTENT IS IN LINE WITH B/LS MAKE UP.

AFTER MASTER HAVING SIGNED ALL ORIGINAL 3 B/LS STATING "GASOIL" AGENT WILL PROCEED TO USE IT FOR PORT CLEARANCES. AFTER COMPLETION OF CUSTOM CLEARANCES,

THE ORIGINAL 3 B/LS SHALL BE RETURNED BACK TO OWNER/MASTER.

THE NEW SET OF B/LS INSERTION WITH SULPHUR CONTENT WILL BE PRESENTED TO MASTER FOR SIGNATORY. QUANTITY ALWAYS TO BE SAME ON 1ST AND 2ND SET OF ORIGINAL B/LS. THE NEW SET OF ORIGINAL B/S (3/3) WILL BE GIVEN TO LOCAL AGENT AND THEN COURIERED TO CHARTERERS BANK FOR LC.

CHARTERERS TO PROVIDE OWNERS WITH AN EMAIL LETTER OF INDEMNITY WITH WORDING

AS PER OWNERS PNI CLUB WITHOUT BANK GUARANTEE FOR ABOVE OPERATIONS CARRIED OUT.

- CONOCO WEATHER CLAUSE

- DISCHARGE ALWAYS TO BE IN GEOGRAPHICAL ROTATION MAX 3 HRS AWAITING CARGO DOCS FOR OWNERS ACCT

- VESSEL NOT TO TENDER NOR PRIOR TO LAYCAN WITHOUT CHRTRS PRIOR CONSENT

- GARB LONDON ENG LAW

- IF DISCHARGING STS OFF KARIMUN OR T.PELAPAS OR PASIR GUDANG ONLY, NO PORT CHARGES (INCLUDING AGENCY FEES) FOR OWNERS ACCCOUNT. IF REQUIRED, CHARTERERS TO APPOINT AGENTS DIRECTLY.

- STS CLAUSE (IF APPLICABLE)

ALL PORT CHARGES INCLUDING TOWAGE CHARGES AND AGENCY FEES AT STS AREA (UNLESS COVERED BY WORLDSCALE) TO BE FOR CHRTRS AND TO BE SETTLED DIRECTLY BY THEM.

ALL COSTS FOR STS INCLUDING ARRANGEMENT OF FENDERS HOSES AND SAFETY EQUIPMENT

TO BE FOR CHRTRS ACCT AND TO BE SETTLED DIRECTLY BY THEM. STS OPERATIONS ALWAYS TO BE IN ACCORDANCE WITH LATEST EDITION OF OCIMF STS TRANSFER GUIDE. STS/LIGHTERAGE VESSELS SUBJECT TO OWNERS APPROVAL.

- OWNER TO ARRANGE VESSEL'S DWT REMEASURE UDOWN TO WITHIN MULTI LOAD LINE CERT

PRIOR ARRIVAL AT LOAD/DISCH PORT, IF CHTRS REQUEST. AT OWNERS TIME AND COSTS MAX ONE TIME REMEASUREMENT. CHTRS TO LET OWNERS KNOW IF SHE NEEDS IT OR NOT

4 WORKING DAYS BEFORE ARRIVAL OF LOAD/DISCH.

- OWNERS AGREE TO DO INTER TANKS TRANSFER (ITT)/BLENDING ON BOARD/TOP-UP IF INSTRUCTED BY CHARTERER PROVIDED AT SAFE LOCATION. CHARTERER TO PROVIDE OWNER WITH AN EMAIL LETTER OF INDEMNITY WITH WORDING AS PER OWNERS PNI CLUB

WITHOUT BANK GUARANTEE FOR ABOVE OPERATIONS CARRIED OUT. COSTS, NOT LIMITED

TO BUT OF INCLUDING BUNKER AS PER MASTER'S STATEMENTS, AND DELAYS, IF ANY, ARE CHARTERERS' ACCOUNT.

- FREIGHT TO BE PAID UNDER THIS C/P SHALL BE LUMP SUM BASED. OWNER SHALL PAY FOR ALL PORT COST AT FIRST LOADING PORT AND FINAL DISCHARGING PORT INCLUDING

ANY STANDBY TUGS, MOORING/UNMOORING TUGS IF REQUIRED.

AMENDMENTS TO BPVOY 4 INCLUSIVE OF CHARTERERS AMENDMENTS TO BPVOY 4

IN THE EVENT OF CONFLICT BETWEEN THE PROVISIONS SET OUT HEREIN AND ANY PRINTED

TERMS OF THE CHARTER PARTY FORM, THE PROVISIONS SET OUT HEREIN WILL PREVAIL:

GENERAL AMENDMENTS:

A. DELETE ALL REFERENCES TO "BP SHIPPING QUESTIONNAIRE" AND REPLACE WITH "Q88 QUESTIONNAIRE FORM VERSION 3 OR ANY SUBSEQUENT MODIFICATION"

B. ANY REFERENCE TO TELEX (ES) TO BE DEEMED TO ALSO BE A REFERENCE TO EMAIL(S)

C. ALL DISTANCES AND ANY REFERENCE TO ADDITIONAL DISTANCES TO BE ASSESSED BY REFERENCE TO ONLINE WEB-BASED "BP SHIPPING MARINE DISTANCE TABLES"

PRODUCED

BY ATOBVIAC.

PART 1

LINE 55 & 56 : ABOUT 13.0 KNOTS WSNP

LINE 8-82 DELETE

LINE 98.1: INSERT 'N. POSITION OWNERS WARRANT VESSEL'S POSITION AT TIME OF FIXTURE IS _____ AND VESSEL IS PROCEEDING AT _____ KNOTS, AND IS EXPECTED TO ARRIVE AND BE READY TO LOAD _____ AT LOAD PORT OF _____.'

AMMENDMENTS TO BPVOY4

PART II

CLAUSE 1. CONDITION OF THE VESSEL

LINE 110: RECOMMENDATIONS SET OUT IN THE DELETE '1996' INSERT 'MOST RECENT' EDITION OF ISGOTT,

CLAUSE 2. CHARTERING QUESTIONNAIRE

2.2.2 DELETE "DEDUCTION FROM FREIGHT OR OTHERWISE"

INSERT "CLAIM FROM OWNERS"

CLAUSE 3. LOADING/COMPLIANCE WITH CHARTERERS' VOYAGE ORDERS

REVISED CLAUSE 3.3

LINE 158 AFTER '("CHARTER SPEED")' DELETE TO END OF PARA
3.4 LINE 168 DELETE FROM 'IF OWNERS....' TO END OF PARA ADD AT END "SAME TO BE
SETTLED AS PER CLAUSE 31.6'
3.5 DELETE

CLAUSE 4. ESTIMATED TIMES OF ARRIVAL
LINE 186: AFTER 'EXPENSES' INSERT 'DIRECTLY'
LINE 188: AFTER 'TELEX' ADD 'FAX/EMAIL'
LINE 201: DELETE 'IMMEDIATELY' INSERT 'PROMPTLY'
LINE 202: AFTER 'TELEX' ADD 'FAX/EMAIL'
LINE 209: AFTER 'TELEX' ADD 'FAX/EMAIL'
LINE 212: AFTER 'TELEX' ADD 'FAX/EMAIL'

CLAUSE 5. LOADING AND DISCHARGE PORT/SHIFTING
LINE 232: AFTER 'SHALL' INSERT 'TOGETHER WITH FREIGHT'

CLAUSE 6. NOTICE OF READINESS ('NOR')
PART 6.3.3- DELETE CLAUSE IN ITS ENTIRETY AND INSERT THE FOLLOWING:

FREE PRATIQUE HAS BEEN GRANTED OR IS GRANTED WITHIN SIX (6) HOURS OF THE
MASTER
TENDERING NOR. IF FREE PRATIQUE IS NOT GRANTED WITHIN SIX (6) HOURS OF THE
MASTER
TENDERING NOR, THROUGH NO FAULT OF OWNERS, AGENTS, OR THOSE ON BOARD THE
VESSEL,
THE MASTER SHALL ISSUE A PROTEST IN WRITING ("NOP") TO THE PORT AUTHORITY AND
THE FACILITY AT THE PORT ("TERMINAL") FAILING WHICH LAYTIME OR, IF THE VESSEL
IS ON DEMURRAGE, DEMURRAGE SHALL ONLY COMMENCE (IN ACCORDANCE WITH
CLAUSE 7.3.2)

CLAUSE 7. LAYTIME/DEMURRAGE
LINE 288: DELETE 'UNLESS.....PORT' IN LINE 289
LINE 301: INSERT " ALL TIME SAVED TO COUNT IN HALF. "
LINE 311: AFTER 'DOCUMENTS' INSERT '(INCLUDING CUSTOMS DOCUMENTS)'
LINE 314-315: DELETE "UPON THE COMPLETION OF CARGO DOCUMENTATION" AND
REPLACE
WITH "ONCE CARGO DOCUMENTS ARE DELIVERED ON BOARD BUT MAXIMUM
3 HOURS."

CLAUSE 8. CARGO TRANSFERS
LINE 355: AFTER '(PETROLEUM)' INSERT 'AND ALWAYS SUBJECT TO MASTER'S APPROVAL
WHICH NOT TO BE UNREASONABLY WITHHELD.'
LINE 370: AFTER 'COSTS' INSERT 'INCLUDING BUT NOT LIMITED TO TUGS AND PILOTS
UNLESS SO DEFINED BY WORLDSCALE'
LINE 389: AFTER 'CLAUSE 18.1' INSERT 'AND THE REFERENCE TO ADVERSE WEATHER IN
CLAUSE 17.'
LINE 407: AFTER 'COSTS' INSERT 'INCLUDING BUT NOT LIMITED TO TUGS AND PILOTS'
LINE 419: AFTER '7.3' ADD 'IF HOWEVER ADVERSE WEATHER OR SEA STATE AFFECTS STS
BUT DOES NOT AFFECT GENERAL CARGO OPERATIONS AT THE PORT THE TIME
SHALL COUNT IN FULL'

CLAUSE 9. DOCUMENTATION
LINE 423 AFTER 'VESSEL' ADD 'AND ITS OFFICERS/CREW'

CLAUSE 11. CLEANING OF VESSEL'S TANKS, PUMPS AND PIPELINES.

LINE 452: DELETE 'ANY' INSERT 'THE'

CLAUSE 12. INERT GAS SYSTEM ('IGS')

LINE 480: AFTER 'DEMURRAGE' INSERT 'CHARTERERS SHALL REIMBURSE OWNERS FOR ANY

BUNKERS USED IN CONNECTION WITH THIS OPERATION UPON RECEIPT OF OWNERS INVOICE TOGETHER WILL FULL SUPPORTING DOCUMENTATION. FIRST INERTION ALWAYS TO BE FOR OWNERS ACCOUNT PROVIDED VESSEL WAS REQUIRED TO GAS FREE HER TANKS FOR CLEANING PURPOSES IN LINE WITH INDUSTRY STANDARDS.'

CLAUSE 14. OILY RESIDUES/ CLEAN BALLAST

LINE 491 DELETE ALL FROM 'OWNERS' TO 'SEGREGATED' IN

LINE 538 ADD AT END 'OWNERS WARRANT THAT THE VESSEL, HER OFFICERS AND CREW WILL,

THROUGHOUT THE DURATION OF THE VOYAGE FOLLOW ALL MARPOL REGULATIONS.'

CLAUSE 15. AGENCY

LINE 541: INSERT AT END 'PROVIDED COMPETITIVE'

CLAUSE 16. CANCELLATION

LINE 552: DELETE 'FORTY EIGHT(48)' INSERT 'TWO WORKING DAYS'

LINE 562: DELETE 'NINETY SIX(96)' INSERT 'FORTY EIGHT(48)'. BEFORE 'SUNDAYS' INSERT 'SATURDAYS'

LINE 571: DELETE 'NINETY SIX (96)' INSERT 'FORTY EIGHT(48)'

LINE 572: BEFORE 'SUNDAYS' INSERT 'SATURDAYS'

LINE 583: AS PER PRINTED

CLAUSE 18. SUSPENSION OF LAYTIME/DEMURRAGE

LINE 600: DELETE 'INCLUDING AWAITING TIDE'

LINE 603: DELETE AND THE.....BE'

LINE 604: DELETE 'USED, IS IN PLACE'

LINE 610: AFTER 'PILOTS' ADD 'SHALL COUNT AS ONE HALF LAYTIME OR, IF THE VESSEL IS ON DEMURRAGE, AT ONE HALF OF THE DEMURRAGE RATE'

LINE 621: AFTER 'CONNECTION WITH, THE' INSERT 'BUNKERING AND/OR' AND AFTER 'UNLESS' INSERT 'BUNKERING AND/OR'

LINE 622: DELETE 'CONCURRENTLY' UP TO 'CARGO' IN LINE 623

CLAUSE 19. LOADING AND DISCHARGE OF CARGO AND CRUDE OIL WASHING AND STRIPPING

LINE 627: INSERT 'THROUGHOUT THIS CLAUSE PUMPING WARRANTY ARE EXCLUDING TIME

USED FOR START-UP AND TRIM AND STABILITY'

LINE 649-650 : DELETE AND REPLACE BY,

"SHORE PERSONNEL SHALL SUPERVISE, APPROVE, AND BE RESPONSIBLE FOR CONNECTION AND DISCONNECTION OF HOSES. SHIP'S CREW IS/ARE TO ASSIST THIS OPERATION."

LINE 653 : AFTER 'LOAD A FULL', INSERT 'HOMOGENOUS'.

LINE 654: (24) HOURS INSERT 'OR 1/3 OF TOTAL LAYTIME WHICHEVER IS LESS,' PRO RATA

LINE 660: (24) HOURS INSERT 'OR 1/3 OF TOTAL LAYTIME WHICHEVER IS LESS,' PRO RATA

LINE 661: DELETE 'A MINIMUM' INSERT 'AN AVERAGE'

19.5 DELETE

19.5.1 DELETE

19.5.2 DELETE
19.8 DELETE
19.9 DELETE

CLAUSE 20. CLAIMS TIME BAR

LINE 787 DELETE 'DETENTION'

LINE 789 AFTER 'DOCUMENTATION' ADD ' WHERE POSSIBLE'

LINE 792: AFTER 'CLAIM' INSERT 'EXCEPT CLAIMS ARISING UNDER THE BILL OF LADING'

LINE 796: INSERT 'WHERE POSSIBLE' AFTER 'DOCUMENTATION'

AFTER LINE 798 INSERT: HOWEVER OWNERS ALWAYS HAVE THE OBLIGATION TO PROVE
THAT THEY HAVE MADE BEST ENDEAVOURS TO SECURE
RELEVANT DOCUMENTATION.

INSERT 20.3: CLAIMS ARISING UNDER CLAUSE 20.1 AND/OR 20.2 AND ANY OTHER CLAIM
AGAINST CHARTERERS SHALL BE EXTINGUISHED AND CHARTERERS SHALL BE
DISCHARGED FROM ALL LIABILITY WHATSOEVER IN RESPECT THEREOF UNLESS
PROCEEDINGS HAVE BEEN COMMENCED IN RESPECT OF SUCH CLAIM IN THE
RELEVANT FORUM WITHIN EIGHTEEN MONTHS OF THE DATE OF ACCRUAL OF
THE CAUSE OF ACTION, EXCLUDING ANY CLAIMS RELATING TO BILLS OF
LADING.

CLAUSE 22. REVISED CHARTERERS' VOYAGE ORDERS FOR LOADING OR DISCHARGE PORTS

LINE 836: ADD 'PROVIDED THE VESSEL HAS SUFFICIENT BUNKERS AND FRESH WATER
WITHIN HER SAFETY POLICY TO REMAIN SAFE AND STILL BE ABLE TO
PERFORM THE CP.'

CLAUSE 24. MAINTENANCE OF CARGO TEMPERATURE - N/A FOR CPP TO BE DISCUSSED

LINE 880: INSERT 135>F DELETE 60>C

LINE 881: INSERT 135>F DELETE 60>C

CLAUSE 25. CARGO HEATING - N/A FOR CPP TO BE DISCUSSED ALONG WITH CLEARLAKE
AMENDMENT

CLAUSE 26. LIBERTY

LINE 916: AFTER 'CHARTERERS,' INSERT 'WHICH NOT TO BE UNREASONABLY WITHHELD'

CLAUSE 28. DELETE IN FULL AND INSERT 'VESSEL NOT TO TRADE IN ANY KIND OF ICE
NOR FOLLOW ICE BREAKER'

CLAUSE 29. QUARANTINE

LINE 975-977 : DELETE "HOWEVER..." TIL THE END.

CLAUSE 30. BILLS OF LADING AND INDEMNITIES - SEE CLEARLAKE AMENDMENTS TO
BPVOY 4 CLAUSE 30.3

DELETE ORIGINAL/INSERT:

IF AN ORIGINAL BILL OF LADING IS NOT AVAILABLE AT ANY DISCHARGE PORT TO WHICH
THE VESSEL MAY BE ORDERED BY CHARTERERS UNDER THIS CHARTER, OR IF
CHARTERERS

REQUIRE OWNERS TO DELIVER CARGO TO A PARTY OR AT A PORT OTHER THAN AS SET
OUT

IN THE BILL OF LADING, THEN OWNERS SHALL NEVERTHELESS DISCHARGE SUCH CARGO
IN

COMPLIANCE WITH CHARTERERS' INSTRUCTIONS, UPON PRESENTATION BY THE
CONSIGNEE
NOMINATED BY CHARTERERS ("THE RECEIVER") OF REASONABLE IDENTIFICATION TO
THE
MASTER AND IN CONSIDERATION OF CHARTERERS INDEMNIFY OWNERS (PROVIDE LOI) IN
ACCORDANCE WITH OWNERS P&I CLUB WORDING INDEMNIFYING OWNERS IN THE
MANNER
PRESCRIBED IN THE FORM OF LETTER OF INDEMNITY AGREED AND PUBLISHED FROM
TIME
TO TIME BY THE INTERNATIONAL GROUP OF P&I CLUBS ADDRESSING THE RELEVANT
CIRCUMSTANCES. SUCH INDEMNITY SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN
CHARTERERS
ISSUE INSTRUCTIONS TO OWNERS PURSUANT TO THIS CLAUSE.

CLAUSE 31. FREIGHT RATE

LINE 1086: ADD 'OWNERS ARE TO PROVIDE AN ROB CERTIFICATE, EVIDENCE OF PRICE
PAID FOR BUNKERS AND MASTER'S CALCULATION OF ADDITIONAL BUNKERS
USED WITH FREIGHT INVOICES.'

LINE 1088: ADD '31.6 IF OWNERS INCREASE THE SPEED OF THE VESSEL IN ACCORDANCE
WITH CHARTERER'S VOYAGE ORDERS, CHARTERERS SHALL REIMBURSE OWNERS
FOR ADDITIONAL BUNKERS CONSUMED AT ACTUAL COSTS WITH PROPER
SUPPORTING DOCUMENTS.'

CLAUSE 32 ADDRESS COMMISSION

LINE 1090: AMEND TO READ 'CHARTERERS SHALL DEDUCT 2.5% ADDRESS COMMISSION
FROM FREIGHT (INCLUDING FIXED AND'

LINE 1091: AMEND TO READ 'VARIABLE FREIGHT DIFFERENTIALS), AND ANY
DEADFREIGHT,
DEMURRAGE, HIRE (STORAGE/DEVIATION)'

CLAUSE 33. CARGO RETENTION

33.1 DELETE 'DEDUCT' INSERT 'CLAIM'

LINE 1096+1097 AFTER 'LIQUID' INSERT 'AND REACHABLE BY VESSELS FIXED PUMPS'

33.2 DELETE

LINE 1117 DELETE 'DEDUCTION' INSERT 'CLAIM'

LINE 1119 DELETE 'DEDUCTION' INSERT 'CLAIMED'

LINE 1121 ADD AT END 'UNLESS CARGO HAS BEEN LOADED ON TOP OF SLOPS AS PER
CLAUSE 14.3

CLAUSE 34. DUES AND OTHER CHARGES

34.1 LINE 1131: INSERT 'ANY TAXES AND/OR DUES ON FREIGHT AND/OR CARGO TO BE FOR
CHARTERERS ACCOUNT AND SETTLED DIRECTLY BY THEM.'

CLAUSE 35. CARGO INSURANCE

DELETE

CLAUSE 36. CODING OF CARGO DOCUMENTATION - US CUSTOMS REGULATIONS
(REVISED 6TH NOVEMBER 2006)

DELETE ORIGINAL/INSERT:

(A) IF THE VESSEL LOADS OR CARRIES CARGO DESTINED FOR THE US OR PASSING THROUGH

US PORTS IN TRANSIT, THE OWNERS SHALL COMPLY WITH THE CURRENT US CUSTOMS REGULATIONS (19 CFR 4.7 AND 178) OR ANY SUBSEQUENT AMENDMENTS THERETO AND SHALL (UNLESS CHARTERERS REQUEST OTHERWISE) UNDERTAKE THE ROLE OF CARRIER

FOR THE PURPOSES OF SUCH REGULATIONS AND SHALL:

- (I) HAVE IN PLACE A SCAC (STANDARD CARRIER ALPHA CODE) AND INSERT THE SAME ON EACH BILL OF LADING;
- (II) HAVE IN PLACE AN ICB (INTERNATIONAL CARRIER BOND);
- (III) SUBMIT CARGO DECLARATIONS BY AMS (AUTOMATED MANIFEST SYSTEM) TO THE US CUSTOMS; AND
- (IV) PROVIDE CHARTERERS AND AGENTS ON REQUEST WITH DETAILS OF THE UNIQUE IDENTIFIER IN RESPECT OF ALL CARGO CARRIED

(B) THE CHARTERERS SHALL PROVIDE ALL NECESSARY INFORMATION TO THE OWNERS AND/OR

THEIR AGENTS TO ENABLE THE OWNERS TO SUBMIT A TIMELY AND ACCURATE CARGO DECLARATION.

(C) OWNERS WARRANT THAT THEY ARE AWARE OF THE US BUREAU OF CUSTOMS AND BORDER

PROTECTION REGULATIONS FOR ENTERING US PORTS (THE "CBP REGULATIONS"), INCLUDING BUT NOT LIMITED TO THOSE REGULATIONS ISSUED ON DECEMBER 5TH 2003 UNDER FEDERAL REGISTER PART II DEPARTMENT OF HOMELAND SECURITY 19 CFR PARTS

4, 103, ET AL, AND OWNERS FURTHER WARRANT THAT THEY WILL COMPLY FULLY WITH THE CBP REGULATIONS.

(D) THE OWNERS SHALL ASSUME LIABILITY FOR AND SHALL INDEMNIFY, DEFEND AND HOLD

HARMLESS THE CHARTERERS AGAINST ANY LOSS AND/OR DAMAGE (EXCLUDING CONSEQUENTIAL

LOSS AND/OR DAMAGE) AND ANY EXPENSES, FINES, PENALTIES AND ANY OTHER CLAIMS,

INCLUDING BUT NOT LIMITED TO LEGAL COSTS, ARISING FROM THE OWNERS' FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF SUB-CLAUSE (A) OR FAILURE TO COMPLY

WITH THE CBP REGULATIONS, PROVIDED ALWAYS THAT CHARTERERS HAVE, WITHIN A REASONABLE PERIOD AFTER BEING REQUESTED BY OWNERS, PROVIDED THEM WITH SUCH

INFORMATION AS IS REASONABLY REQUIRED TO ENABLE THEM TO COMPLY WITH THE CBP

REGULATIONS. SHOULD SUCH FAILURE RESULT IN ANY DELAY THEN, NOTWITHSTANDING

ANY PROVISION IN THIS CHARTER PARTY TO THE CONTRARY, THE PERIOD OF SUCH DELAY SHALL NOT COUNT AS LAYTIME OR, IF THE VESSEL IS ON DEMURRAGE, AS DEMURRAGE.

(E) THE ASSUMPTION OF THE ROLE OF CARRIER BY THE OWNERS PURSUANT TO THIS CLAUSE

AND FOR THE PURPOSE OF THE US CUSTOMS REGULATIONS (19 CFR 4.7) SHALL BE WITHOUT PREJUDICE TO THE IDENTITY OF CARRIER UNDER ANY BILL OF LADING,

OTHER CONTRACT, LAW OR REGULATION.

CLAUSE 39. WAR RISKS

LINE 1249-1251: OK FOR CPP FIXTURES ONLY

LINE 1265 AFTER 'RECOMMENDATIONS' INSERT 'AS PER INTERNATIONAL REGULATIONS AND LOCAL LAW'

LINE 1273 AFTER 'RECOMMENDATIONS' INSERT 'AS PER INTERNATIONAL REGULATIONS AND LOCAL LAW'

CLAUSE 44 OIL POLLUTION INSURANCE

DELETE ORIGINAL/INSERT:

OWNERS WARRANT THAT THEY HAVE, AND SHALL MAINTAIN IN FORCE THROUGHOUT THE

PERIOD OF THIS CHARTER, THE STANDARD OIL POLLUTION INSURANCE COVER

(CURRENTLY

US\$1,000 MILLION) AVAILABLE, FROM TIME TO TIME, FROM THEIR PROTECTION AND INDEMNITY CLUB.

CLAUSE 45.1.2 OIL POLLUTION PREVENTION

DELETE ORIGINAL PART 45.1.2/INSERT:

IS ENTERED IN THE P & I CLUB STATED IN THE Q88 LAST COMPLETED BY OR ON BEHALF OF OWNERS AND WILL SO REMAIN UNLESS OWNERS HAVE GIVEN CHARTERERS PRIOR WRITTEN

NOTICE OF THEIR INTENTION TO CHANGE. OWNERS WARRANT THAT THE VESSEL WILL ONLY

BE ENTERED IN A P & I CLUB WITHIN THE INTERNATIONAL GROUP OF P & I CLUBS.

CLAUSE 47 - N/A

CLAUSE 49 LAW

LINE 1440: DISPUTE WHICH MAY ARISE OUT OF THIS CHARTER, SAVE AS HEREINAFTER PROVIDED. ANY DISPUTE ARISING OUT OF THIS CHARTER OF LESS THAN USD 50,000 SHALL BE REFERRED TO A SINGLE ARBITRATOR IN LONDON, SUBJECT TO THE LMAA SMALL CLAIMS PROCEDURE.

CLEARLAKE VOYAGE CHARTERING TERMS

EFFECTIVE SEPTEMBER 1, 2010

CLEARLAKE SHIPPING LTD.

P.O.BOX 3159

ROAD TOWN

TORTOLA

BRITISH VIRGIN ISLANDS

ADDITIONAL CLAUSES TO BPVOY 4

1. BP ISPS CLAUSE FOR VOYAGE CHARTER PARTIES

(A) (I) THE OWNERS SHALL PROCURE THAT BOTH THE VESSEL AND "THE COMPANY" (AS DEFINED BY THE INTERNATIONAL CODE FOR THE SECURITY OF SHIPS AND OF PORT FACILITIES AND THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (ISPS CODE)) AND THE "OWNER" (AS DEFINED BY THE US MARITIME TRANSPORTATION SECURITY ACT

2002 (MTSA)) SHALL COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE RELATING TO THE VESSEL AND "THE COMPANY" AND THE REQUIREMENTS OF THE MTSA, IF APPLICABLE, RELATING TO THE VESSEL AND THE "OWNER". UPON REQUEST THE OWNERS SHALL PROVIDE A COPY OF THE RELEVANT INTERNATIONAL SHIP SECURITY CERTIFICATE (OR THE INTERIM INTERNATIONAL SHIP SECURITY CERTIFICATE) TO THE CHARTERERS. THE OWNERS SHALL PROVIDE THE CHARTERERS WITH THE FULL STYLE CONTACT DETAILS OF THE COMPANY SECURITY OFFICER (CSO).

(II) EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGE, EXPENSE OR DELAY, EXCLUDING CONSEQUENTIAL LOSS, CAUSED BY FAILURE ON THE PART OF THE OWNERS OR "THE COMPANY" TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE OR THE MTSA, IF APPLICABLE, OR THIS CLAUSE SHALL BE FOR THE OWNERS' ACCOUNT.

(B) (I) THE CHARTERERS SHALL PROVIDE THE OWNER WITH THEIR FULL STYLE CONTACT DETAILS AND ANY OTHER INFORMATION THE OWNERS REQUIRE TO COMPLY WITH THE ISPS CODE AND THE MTSA, IF APPLICABLE. ADDITIONALLY, CHARTERERS SHALL ENSURE THAT THE CONTACT DETAILS OF ANY SUB-CHARTERERS ARE LIKEWISE PROVIDED AND THAT ALL SUB-CHARTERS THEY ENTER INTO CONTAIN THE FOLLOWING PROVISION:

"THE CHARTERERS SHALL PROVIDE OWNERS WITH THEIR FULL STYLE CONTACT DETAILS AND, WHERE SUB-CHARTERING IS PERMITTED UNDER THE TERMS OF THE CHARTER PARTY, SHALL ENSURE THAT CONTACT DETAILS OF ALL SUB-CHARTERERS ARE LIKEWISE PROVIDED TO OWNERS."

(II) EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGE, EXPENSE, EXCLUDING CONSEQUENTIAL LOSS, CAUSED BY FAILURE ON THE PART OF THE CHARTERERS TO COMPLY WITH THIS SUB-CLAUSE (B) SHALL BE FOR THE CHARTERERS' ACCOUNT AND ANY DELAY CAUSED BY SUCH FAILURE SHALL BE COMPENSATED AT THE DEMURRAGE RATE.

(C) (I) WITHOUT PREJUDICE TO THE FOREGOING, OWNERS' RIGHT TO TENDER NOTICE OF READINESS AND CHARTERERS' LIABILITY FOR DEMURRAGE IN RESPECT OF ANY TIME DELAYS CAUSED BY BREACHES OF THIS CLAUSE SHALL BE DEALT WITH IN ACCORDANCE WITH CLAUSES 6 (NOTICE OF READINESS), 7 (LAYTIME/DEMURRAGE) AND 18 (SUSPENSION OF LAYTIME/DEMURRAGE), OF THE CHARTER.

(II) EXCEPT WHERE THE DELAY IS CAUSED BY OWNERS' AND/OR CHARTERERS' FAILURE TO COMPLY WITH SUB-CLAUSES (A) AND (B) RESPECTIVELY OF THIS CLAUSE, THEN ANY DELAY ARISING OR RESULTING FROM MEASURES IMPOSED BY A PORT FACILITY OR BY ANY RELEVANT AUTHORITY, UNDER THE ISPS CODE/MTSA, SHALL COUNT AS HALF LAYTIME, OR, IF THE VESSEL IS ON DEMURRAGE, HALF RATE DEMURRAGE.

(D) ANY COSTS OR EXPENSES RELATED TO SECURITY REGULATIONS OR MEASURES REQUIRED

BY THE PORT FACILITY OR ANY RELEVANT AUTHORITY IN ACCORDANCE WITH THE ISPS CODE/MTSA INCLUDING, BUT NOT LIMITED TO, SECURITY GUARDS, LAUNCH SERVICES, TUG ESCORTS, PORT SECURITY FEES OR TAXES AND INSPECTIONS, SHALL BE SHARED EQUALLY BETWEEN OWNERS AND CHARTERERS, EXCEPT WHERE:-

(I) SUCH COSTS OR EXPENSES ARE IMPOSED AS A RESULT OF OWNERS' OR CHARTERERS' FAILURE TO COMPLY WITH SUB-CLAUSES (A) AND (B) RESPECTIVELY OF THIS CLAUSE; OR

(II) IF FREIGHT FOR THE VOYAGE IS BASED ON WORDSCALE, SUCH COSTS OR EXPENSES ARE INCLUDED BY WORDSCALE IN THEIR FREIGHT CALCULATION (IN WHICH CASE SUCH COSTS OR EXPENSES SHALL BE FOR OWNERS' ACCOUNT). ALL MEASURES REQUIRED BY THE OWNERS TO COMPLY WITH THE SHIP SECURITY PLAN SHALL BE FOR OWNERS' ACCOUNT.

(E) IF EITHER PARTY MAKES ANY PAYMENT WHICH IS FOR THE OTHER PARTY'S ACCOUNT ACCORDING TO THIS CLAUSE, THE OTHER PARTY SHALL INDEMNIFY THE PAYING PARTY.

(F) (I) [OTHER THAN CALLING AT ON] OWNERS WARRANT THAT ALL OF THE PREVIOUS TEN PORTS AT WHICH THE VESSEL HAS CALLED, OR WILL HAVE CALLED, PRIOR TO TENDERING NOTICE OF READINESS AT THE FIRST LOAD PORT HEREUNDER:

(AA) HAD AN APPROVED SECURITY PLAN; AND

(BB) WERE (AND REMAIN) REGISTERED WITH THE IMO AS ISPS COMPLIANT PORTS; AND

(CC) HAD A SECURITY LEVEL NO HIGHER THAN LEVEL 1 (NORMAL) OR MARSEC LEVEL 1; AND

(DD) WERE NOT, NOR HAVE SUBSEQUENTLY BEEN, DEEMED UNACCEPTABLE BY THE US AUTHORITIES UNDER THEIR SECURITY REGIME.

(II) OWNERS FURTHER WARRANT THAT, OTHER THAN AS EXPRESSLY DISCLOSED TO CHARTERERS IN WRITING, THE VESSEL HAS NOT LOADED GOODS OR SUPPLIES (NOR EMBARKED ANY INDIVIDUALS) FROM, NOR ENGAGED IN ANY SHIP TO SHIP TRANSFER OF CARGO WITH, ANOTHER VESSEL.

(III) EXCEPT AS OTHERWISE PROVIDED IN THIS CHARTER PARTY, LOSS, DAMAGE, EXPENSE OR DELAY CAUSED BY BREACH BY OWNERS OF THE WARRANTIES CONTAINED IN THIS SUB-CLAUSE (F) SHALL BE FOR THE OWNERS' ACCOUNT.

2. BP ISM CLAUSE

(A) OWNERS UNDERTAKE THAT FOR THE DURATION OF THIS CHARTER, THE VESSEL AND "THE COMPANY" (AS DEFINED IN THE INTERNATIONAL MANAGEMENT CODE FOR THE SAFE

OPERATION OF SHIPS AND FOR POLLUTION PREVENTION (THE INTERNATIONAL SAFETY MANAGEMENT (ISM) CODE) (THE "ISM CODE")) SHALL COMPLY WITH THE REQUIREMENTS OF THE ISM CODE. CHARTERERS MAY AT ANY TIME REQUEST AN INSPECTION OF THE

RELEVANT DOCUMENT OF COMPLIANCE AND/OR SAFETY MANAGEMENT CERTIFICATE, AND
UPON RECEIPT OF SUCH A REQUEST OWNERS SHALL FORTHWITH PROVIDE THE SAME.

(B) WITHOUT PREJUDICE TO ANY RIGHTS OR REMEDIES AVAILABLE TO CHARTERERS UNDER THE TERMS OF THIS CHARTER OR UNDER THE LAW APPLICABLE HERETO, IN THE EVENT OF A BREACH OF THE ABOVE UNDERTAKING ANY LOSS, DAMAGE, EXPENSE OR DELAY FOLLOWING THEREFROM SHALL BE FOR OWNERS' ACCOUNT.

3. BP REGULATORY AND GUIDELINE COMPLIANCE CLAUSE
THROUGHOUT THE PERIOD OF THIS CHARTER, THE OWNERS AND THE VESSEL SHALL COMPLY WITH ALL RELEVANT REGULATIONS AND GUIDELINES ISSUED BY THE IMO AND OCIMF AND, IN THE CASE OF A VESSEL CARRYING LPG OR LNG, WITH THE RECOMMENDATIONS AND GUIDELINES ISSUED FROM TIME TO TIME BY SIGTTO. IN ADDITION, ALL OPERATIONS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITION OF ISGOTT, AND ANY AMENDMENTS OR UPDATES THERETO WHICH MAY BE ISSUED FROM TIME TO TIME.

4. ELIGIBILITY
OWNER WARRANTS THAT THE VESSEL IS IN ALL RESPECTS ELIGIBLE FOR TRADING WITHIN, TO AND FROM RANGES AND AREAS SPECIFIED IN CHARTER PARTY, AND THAT AT ALL TIMES SHE SHALL HAVE ON BOARD ALL CERTIFICATES, RECORDS AND OTHER DOCUMENTS REQUIRED FOR SUCH SERVICE. IN THE EVENT THAT THE VESSEL IS FOUND, AT ANY TIME, NOT TO BE ELIGIBLE AS WARRANTED, CHARTERERS SHALL HAVE THE RIGHT TO CANCEL SUBJECT CHARTER PARTY AS WELL AS TO HAVE RECOURSE TO OWNERS FOR ANY AND ALL PROVEN DAMAGES, DEMURRAGE, EXPENSES AND LOSSES RELATED TO SUCH CANCELLATION.

5. BP OIL POLLUTION INSURANCE CERTIFICATION AND COFR'S CLAUSE
THE VESSEL SHALL HAVE ON BOARD ALL CERTIFICATES OF FINANCIAL RESPONSIBILITY ("COFRS") IN RESPECT TO OIL POLLUTION NECESSARY FOR THE REQUIRED TRADE WITHIN THE AGREED TRADING LIMITS, INCLUDING BUT NOT LIMITED TO:

(A) THE CERTIFICATE OF INSURANCE REQUIRED UNDER THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR OIL POLLUTION DAMAGE AND THE PROTOCOLS THERETO; AND

(B) THE CERTIFICATE OF INSURANCE REQUIRED UNDER THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR BUNKER OIL POLLUTION 2001; AND

(C) UNITED STATES COAST GUARD CERTIFICATE OF FINANCIAL RESPONSIBILITY MEETING THE REQUIREMENTS OF THE UNITED STATES FEDERAL OIL POLLUTION ACT 1990 ("OPA 90").

6. BP ITWF CLAUSE

OWNERS UNDERTAKE TO ENSURE THAT THE TERMS OF EMPLOYMENT OF THE VESSEL'S MASTER, OFFICERS AND CREW SHALL ALWAYS REMAIN ACCEPTABLE TO THE INTERNATIONAL TRANSPORT WORKER'S FEDERATION ("ITWF") AND THE VESSEL WILL AT ALL TIMES CARRY AN ITWF BLUE CARD OR EQUIVALENT CERTIFICATION ACCEPTABLE TO ITWF.

7. BALLAST WATER MANAGEMENT CLAUSE

VESSEL TO ARRIVE AT EACH LOADING PORT WITH CLEAN BALLAST. VESSEL IS TO BE ABLE TO BALLAST / DEBALLAST SIMULTANEOUSLY WITH LOADING / DISCHARGING. OWNERS ADDITIONALLY WARRANTS THE VESSEL WILL COMPLY WITH ALL MANDATORY BALLAST WATER REQUIREMENTS. THE OWNERS SHALL ASSUME LIABILITY FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CHARTERERS AGAINST ANY LOSS AND/OR DAMAGE (EXCLUDING CONSEQUENTIAL LOSS AND/OR DAMAGE) AND ANY EXPENSES, FINES, PENALTIES AND ANY OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO LEGAL COSTS, ARISING FROM THE OWNERS' FAILURE TO COMPLY WITH ANY SUCH PROVISIONS. SHOULD SUCH FAILURE RESULT IN ANY DELAY THEN, NOTWITHSTANDING ANY PROVISION IN THIS CHARTER PARTY TO THE CONTRARY, THE PERIOD OF SUCH DELAY SHALL NOT COUNT AS LAYTIME OR, IF THE VESSEL IS ON DEMURRAGE, AS DEMURRAGE PROVIDED THAT NOTHING IN THIS CLAUSE WILL RENDER VALID ANY NOR THAT WOULD OTHERWISE HAVE BEEN INVALID.

8. BP TOPIA 2006 CLAUSE (ISSUED NOVEMBER 2006)

OWNERS WARRANT THAT THEY ARE A PARTICIPATING OWNER (AS DEFINED IN THE TANKER OIL POLLUTION INDEMNIFICATION AGREEMENT 2006 (TOPIA 2006)) AND THAT THE VESSEL IS ENTERED IN TOPIA 2006 AND SHALL SO REMAIN THROUGHOUT THE PERIOD OF THIS CHARTER, PROVIDED ALWAYS THAT:-

- I) THE VESSEL IS AND REMAINS A RELEVANT SHIP AS DEFINED IN CL.III OF TOPIA 2006; AND
- II) TOPIA 2006 IS NOT TERMINATED IN ACCORDANCE WITH CL.IX OF THAT AGREEMENT.

9. BP STOPIA 2006 CLAUSE (ISSUED NOVEMBER 2006)

IF THE VESSEL HAS A GROSS REGISTERED TONNAGE OF 29,548 OR LESS OWNERS WARRANT

THAT THEY ARE A PARTICIPATING OWNER (AS DEFINED IN THE SMALL TANKER OIL POLLUTION INDEMNIFICATION AGREEMENT 2006 (STOPIA 2006)) AND THAT THE VESSEL IS ENTERED IN STOPIA 2006 AND SHALL SO REMAIN THROUGHOUT THE PERIOD OF THIS CHARTER, PROVIDED ALWAYS THAT:-

- I) THE VESSEL IS AND REMAINS A RELEVANT SHIP AS DEFINED IN CL.III OF STOPIA 2006; AND
- II) STOPIA 2006 IS NOT TERMINATED IN ACCORDANCE WITH CL. IX OF THAT AGREEMENT.

10. FUEL SULPHUR CONTENT CLAUSE - N/A

(A) OWNERS WARRANT THAT OWNERS AND THE VESSEL SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF ANY EMISSION CONTROL ZONE AND SHALL, WITHOUT LOSS OF TIME AND/OR DEVIATION, USE FUELS (WHICH TERM SHALL INCLUDE ALL HEAVY FUEL OILS, MARINE GAS OILS AND MARINE DIESEL OILS AS APPLICABLE) OF SUCH SPECIFICATIONS AND GRADES TO ENSURE COMPLIANCE WITH THESE REQUIREMENTS.

(B) FOR THE PURPOSE OF THIS CLAUSE, "EMISSION CONTROL ZONE" SHALL MEAN AREAS AS STIPULATED IN MARPOL ANNEX VI INCLUDING EU DIRECTIVE 2005/33/EC AND/OR ZONES AND/OR AREAS REGULATED BY REGIONAL AND/OR NATIONAL AUTHORITIES SUCH AS, BUT NOT LIMITED TO, THE EU, THE US ENVIRONMENTAL PROTECTION AGENCY AND THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY.

(C) OWNERS SHALL INDEMNIFY, DEFEND AND HOLD CHARTERERS HARMLESS IN RESPECT OF ANY DIRECT OR INDIRECT LOSS, LIABILITY, DELAY, FINES, COSTS OR EXPENSES ARISING OR RESULTING FROM OWNERS' FAILURE TO COMPLY WITH THIS CLAUSE.

11. INTERIM PORTS CLAUSE - N/A REFER TO MAIN TERMS
CHARTERER SHALL PAY FOR ANY INTERIM LOAD/DISCHARGE PORT(S) AT COST AND NET OF ANY REBATES AFFORDED TO OWNERS. TIME FOR ADDITIONAL STEAMING, WHICH EXCEEDS DIRECT ROUTE FROM FIRST LOADPORT TO FURTHEST DISCHARGE PORT, SHALL BE PAID AT THE DEMURRAGE RATE PLUS ADDITIONAL BUNKERS CONSUMED, PLUS ACTUAL PORT COSTS, IF ANY. THE REASONABLE, ESTIMATED COSTS WILL BE PAYABLE AS AN ON ACCOUNT PAYMENT TOGETHER WITH FREIGHT, FOLLOWED BY FINAL INVOICE PLUS ALL SUPPORTING DOCUMENTS AS SOON AS POSSIBLE BUT NOT LATER THAN NINETY (90) DAYS AFTER COMPLETION OF THIS VOYAGE. ALL LAYTIME SAVED SHALL BE CREDITED TOWARDS COST FOR ADDITIONAL TIME INCURRED. SEE OWNERS INTERIM PORT CLAUSE

12. UNSPECIFIED DELAY - N/A
ANY DELAYS FOR WHICH LAYTIME/DEMURRAGE CONSEQUENCES ARE NOT SPECIFICALLY ALLOCATED IN THIS OR ANY OTHER CLAUSE OF THIS CHARTER AND WHICH ARE BEYOND THE REASONABLE CONTROL OF OWNER OR CHARTERER SHALL COUNT AS LAYTIME OR, IF VESSEL IS ON DEMURRAGE, AS TIME ON DEMURRAGE. IF DEMURRAGE IS INCURRED, ON ACCOUNT OF SUCH DELAYS, IT SHALL BE PAID AT HALF THE AGREED DEMURRAGE RATE.

13. FORCE MAJEURE

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CHARTERPARTY, NEITHER THE OWNERS NOR THE CHARTERERS SHALL BE LIABLE FOR DAMAGES FOR DELAY OR FOR ANY FAILURE TO PERFORM THEIR RESPECTIVE OBLIGATIONS HEREUNDER IF THE DELAY OR FAILURE IS DUE TO FIRE, EXPLOSION, STRIKES (EXCLUDING FRANCE, VENEZUELA), LOCK-OUTS, SLOWDOWN, STOPPAGE OR RESTRAINT OF LABOUR, FLOODS, ACT OF GOD, WAR, TERRORIST ACTIVITY, CIVIL COMMOTION OR ANY OTHER CAUSE BEYOND THAT PARTY'S REASONABLE CONTROL. TIME LOST AS A RESULT OF ANY OF THE AFOREMENTIONED CLAUSES SHALL NOT COUNT AS USED LAYTIME OR TIME ON DEMURRAGE.

14. THIRD PARTY ARREST

IN THE EVENT OF ARREST OR OTHER SANCTION LEVIED AGAINST THE VESSEL OR CHARTERER ARISING OUT OF OWNER'S BREACH OR ANY FAULT OF OWNER, OWNER SHALL INDEMNIFY CHARTERER FOR ANY DAMAGES, PENALTIES, COSTS AND CONSEQUENCES AND ANY TIME VESSEL IS UNDER ARREST SHALL NOT COUNT AS USED LAYTIME OR TIME ON DEMURRAGE. IN THE EVENT OF ARREST/DETENTION OR OTHER SANCTION LEVIED AGAINST THE VESSEL THROUGH NO FAULT OF THE CHARTERERS, CHARTERER SHALL BE ENTITLED, IN CHARTERERS OPTION, TO TERMINATE THE CHARTER. TERMINATION OR FAILURE TO TERMINATE SHALL BE WITHOUT PREJUDICE TO ANY CLAIM FOR DAMAGES CHARTERER MAY HAVE AGAINST OWNER.

15. IN TRANSIT LOSS

IN ADDITION TO ANY OTHER RIGHTS WHICH CHARTERER MAY HAVE, OWNER WILL BE RESPONSIBLE FOR THE FULL AMOUNT OF ANY IN-TRANSIT LOSS IF THE IN-TRANSIT LOSS EXCEEDS 0.5% AND CHARTERER SHALL HAVE THE RIGHT TO CLAIM FROM FREIGHT AN AMOUNT EQUAL TO THE FOB PORT OF LOADING VALUE OF SUCH LOST CARGO PLUS FREIGHT AND INSURANCE DUE WITH RESPECT THERETO. IN-TRANSIT LOSS IS DEFINED AS THE DIFFERENCE BETWEEN NET VESSEL VOLUMES AFTER LOADING AT THE LOADING PORT AND BEFORE UNLOADING AT THE DISCHARGE PORT, AS DETERMINED BY A MUTUALLY AGREED INDEPENDENT INSPECTOR APPOINTED BY CHARTERERS OR RECEIVERS, WHOSE DETERMINATION SHALL BE FINAL AND BINDING UPON BOTH PARTIES.

16. DISCHARGE/RELOAD CLAUSE

CHARTERER SHALL HAVE THE OPTION TO DISCHARGE AND/OR COMINGLE AND/OR RELOAD AND/OR TOP OFF ALL OR PART CARGO WITHIN THE LOAD/DISCHARGE RANGES. IF EXERCISED,

ANY ADDITIONAL COSTS IN CONNECTION WITH THE RELOAD TO BE FOR CHARTERER'S ACCOUNT AND ADDITIONAL TIME CONSUMED TO COUNT AS USED LAYTIME. FOR WORLDSCALE PURPOSES, SAID DISCHARGE/RELOAD PORT TO COUNT AS A LOAD PORT UNDER WORLDSCALE. CHARTERER TO HAVE THE ADDITIONAL OPTION OF DISCHARGING PART OR ALL CARGO IN ONE SAFE PORT AND RELOADING SAME PORT FOR FURTHER DISCHARGE WITHIN THE SAME PORT AND/OR PORT(S) WITHIN THE AGREED RANGES. TIME AT THE DISCHARGE/RELOAD PORT TO COUNT AS LAYTIME OR IF VESSEL IS ON DEMURRAGE, AS TIME ON DEMURRAGE IN ACCORDANCE WITH CHARTERPARTY TERMS AND CONDITIONS. FREIGHT ALWAYS TO BE BASED ON THE HIGHEST BILL OF LADING QUANTITY(IES) CARRIED ON ANY ONE PART OF THE VOYAGE OR THE MINIMUM QUANTITY AS PER CHARTERPARTY, WHICHEVER IS THE GREATER. WHERE FINAL DISCHARGE IS AT A PORT OTHER THAN THE DISCHARGE/RELOAD PORT THE DISCHARGE/RELOAD PORT TO BE CONSIDERED AS ADDITIONAL LOADPORT FOR FREIGHT CALCULATION PURPOSES. IF VOYAGE IS CALCULATED IN LUMP SUM THEN INTERIM PORT CLS (NO.12 OWNERS ADDITIONAL CLAUSES TO APPLY). REGARDLESS OF WHETHER CALCULATED AS WORLDSCALE OR LUMP SUM ANY PORT COSTS/ADDITIONAL BUNKERS CONSUMED OVER AND ABOVE ONE CARGO OPERATION TO BE FOR CHARTERERS ACCOUNT. ALL CARGO DOCUMENTS INCLUDING BUT NOT LIMITED TO BILL OF LADINGS REPRESENTING THE NEW COMMINGLED CARGO SHOULD BE ISSUED AND ALL OLD ORIGINAL BILL OF LADINGS TO BE HANDED OVER TO OWNERS.

17. LOSS OF TURN AND DELAY

IF, AS A RESULT OF ANY BREACH OF THIS CHARTERPARTY OR ANY OTHER FAULT ON THE PART OF THE OWNERS OR THE VESSEL, THE VESSEL LOSES ITS TURN TO BERTH OR, BEING AT THE BERTH, HAS TO WAIT IDLE AT THE BERTH OR IS SENT OFF THE BERTH AND HAS TO WAIT FOR A FURTHER TURN, ALL TIME LOST FROM THE COMMENCEMENT OF THE BREACH OR FAULT AS A RESULT OF HAVING TO WAIT FOR A BERTH UNTIL VESSEL RE-TENDERS A VALID NOR AND THE BERTH BECOMES AVAILABLE AFTER BEING VACATED BY THE FIRST VESSEL WHICH OCCUPIED THE BERTH AT THE TIME OF RE-TENDERING THE NOR, SHALL BE FOR OWNERS ACCOUNT AND SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE. ALL ADDITIONAL COSTS OF UNBERTHING AND REBERTHING AND ALL ADDITIONAL BERTH FEES AND ANY OTHER EXTRA EXPENSES SHALL LIKEWISE BE FOR OWNERS' ACCOUNT. ALL OTHER TIME LOST BY REASON OF OWNERS' BREACH OF ANY TERM OF THIS CHARTERPARTY OR ANY OTHER FAULT

ON THE PART OF THE OWNERS OF THE VESSEL, SHALL NOT COUNT AS LAYTIME OR TIME ON DEMURRAGE. LAYTIME TO RESUME ONCE VESSEL COMMENCES CARGO OPERATIONS RE-TENDERS
A VALID NOR + 6 HOURS.

18. PRIVATE AND CONFIDENTIAL CLAUSE
THE TERMS AND CONDITIONS OF THIS CHARTER PARTY AND ITS NEGOTIATIONS TO BE KEPT
STRICTLY PRIVATE AND CONFIDENTIAL AND SHALL NOT BE REPORTED.

19. CHARTER PARTY ADMINISTRATION CLAUSE
CHARTER PARTY TERMS AND CONDITIONS ARE EVIDENCE BY THE FIXING CONFIRMATION SENT
BY THE BROKER. OWNER AND CHARTERER SHALL EACH CONFIRM THEIR APPROVAL OF THE
FIXING CONFIRMATION BY RETURN TO THE BROKER AFTER LIFTING SUBJECTS. THE BROKER
SHALL THEN CONFIRM RECEIPT OF SAID CONFIRMATION TO BOTH PARTIES. EXCEPT AS REQUESTED IN WRITING BY EITHER OWNERS OR CHARTERER, THERE SHALL BE NO
FORMAL
WRITTEN AND SIGNED CHARTER PARTY.

SPECIFIC ADDITIONAL CLAUSES

AC1. TURKISH STRAITS CLAUSE FOR VESSELS OVER 200M LOA - N/A
NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE HEREIN CONTAINED, IF THE
VESSEL COMMENCES THE BALLAST VOYAGE (AS PER ITINERARY ADVISED IN MAIN TERMS)
IN TIME TO ARRIVE AT CANAKKALE LATEST (CANAKKALE CANCELLING DATE) BUT IS DELAYED BECAUSE OF THE TRAFFIC REGULATIONS OR NAVIGATIONAL DIFFICULTIES (INCL. BAD WEATHER, FOG ETC.) THROUGH THE TURKISH STRAITS NORTH-BOUND SUCH THAT VESSEL MAY NOT ARRIVE BY THE CANCELLING DATE, CHARTERERS' OPTION TO CANCEL AS PROVIDED ELSEWHERE HEREIN CANNOT BE EXERCISED.

OWNERS TO NOTIFY CHARTERERS OF THE DATE AND TIME THAT THEY EXPECT THE VESSEL
TO BE READY TO LOAD BASED ON THE ADVISORY POSITION GIVEN BY THE TRAFFIC CONTROL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE HEREIN CONTAINED, IF THE
VESSEL SHOULD BE DELAYED DURING TANKER PASSAGE OR OTHERWISE AS A CONSEQUENCE
OF DIRECT OR INDIRECT ACTION OF THE TURKISH AUTHORITIES AND/OR OBSERVING TRAFFIC REGULATIONS/RECOMMENDATIONS AND/OR NAVIGATIONAL DIFFICULTIES (INCL.
BAD WEATHER AND/OR ADVERSE CLIMATE CONDITIONS) THROUGH THE TURKISH STRAITS
IN EXCESS OF 48 HRS TOTAL NORTH-BOUND AND SOUTH-BOUND, THE CHARTERERS SHALL
PAY COMPENSATION FOR SUCH DELAY AT THE RATE PROVIDED FOR DEMURRAGE.

EXPENSES IN EXCESS OF CUSTOMARY COSTS PAYABLE BY OWNERS IN CONNECTION WITH COMPLYING WITH TRAFFIC REGULATIONS/RECOMMENDATIONS AND/OR CHARTERERS' VOYAGE ORDERS AS REGARDS THE PASSAGE OF THE TURKISH STRAITS TO BE FOR CHARTERERS' ACCOUNT.

IF THE VESSEL FAILS TO ARRIVE CANAKKALE BY CHARTERERS HAVE THE OPTION TO CANCEL THE CP AS BELOW IN THIS CLAUSE.

IF IT APPEARS TO OWNERS THAT THE VESSEL WILL BE DELAYED BEYOND THE CANAKKALE CANCELLING DATE, OWNERS WILL NOTIFY CHARTERERS OF THE DATE ON WHICH THEY EXPECT THE VESSEL TO BE READY TO LOAD WHEREUPON CHARTERERS HAVE THE OPTION TO CANCEL THIS CHARTER AND SUCH OPTION TO BE DECLARED WITHIN 48 HOURS, SATURDAYS, SUNDAYS AND HOLIDAYS EXCLUDED, OF THE RECEIPT OF SAID NOTIFICATION FROM OWNERS. IN THE EVENT THE OWNERS HAVE GIVEN SUCH NOTIFICATION AND CHARTERERS HAVE NOT EXERCISED THEIR OPTION TO CANCEL WITHIN THE STATED PERIOD, THE SECOND DAY AFTER READINESS STATED IN OWNER'S NOTIFICATION, OR SUCH OTHER DATE AS MAY BE MUTUALLY AGREED, SHALL BE THE NEW CANCELLING DATE.

OWNERS SHALL NOMINATE CHARTERERS APPOINTED AGENTS FOR THE TURKISH STRAITS PASSAGE.

TURKISH STRAITS CLAUSE FOR VESSELS UNDER 200M LOA

ANY WAITING TIME IN EXCESS OF 48 (36 HOURS IF VSL COMING FROM SEA OF MARMARA, 24 HOURS IF VESSEL COMING FROM BLACK SEA) HOURS AT TURKISH STRAITS (NORTH AND SOUTHBOUND) TOTAL IS TO BE FOR CHARTERERS ACCOUNT AND IS TO BE CALCULATED AT DEMURRAGE RATE PER DAY PRO RATE.

HOWEVER IN CASE THE VESSEL, IN SPITE OF DELAYS AT THE TURKISH STRAITS, ARRIVES AT LOADPORT WITHIN LAYCAN OR BEFORE THE COMMENCEMENT OF LAYDAYS, THE ABOVE DOES NOT APPLY FOR THE BALLAST PASSAGE (I.E. DELAY ALL FOR OWNERS ACCT), BUT THE TIME FOR OWNERS ACCT ON THE LADEN PASSAGE IS REDUCED TO 24 HRS, THEREAFTER IS FOR CHARTERERS ACCOUNT.

SAID CLAIM IS TO BE SETTLED TOGETHER WITH FREIGHT AGAINST OWNERS E-MAIL INVOICE WITH SUPPORTING DOCUMENTS ATTACHED. IF HARD COPY IS NEEDED OWNERS TO FORWARD SOONEST POSSIBLE.

ALL DELAYS AT TURKISH STRAIT TO BE ADDED TO LAYCAN.

DEMURRAGE CLAIM IS TO BE KEPT SEPARATE FROM ABOVE CLAIM.

OWNERS SHALL NOMINATE CHARTERERS APPOINTED AGENTS FOR THE TURKISH STRAITS PASSAGE.

AC2. H2S CLAUSE

(A) OWNERS UNDERTAKE THAT PRIOR TO ARRIVAL AT THE LOAD PORT THE HYDROGEN SULPHIDE

(H2S) CONTENT IN THE VESSEL'S TANK ATMOSPHERE SHALL BE LESS THAN 10 PPM WHEN REQUESTED BY CHARTERER IN VOYAGE ORDER.

AC3. BP SUEZ CANAL DISCHARGE, TRANSIT AND RELOAD CLAUSE - N/A

(A) IF THE VESSEL IS NOMINATED TO DISCHARGE WITHIN THE UK/CONT/MEDITERRANEAN

RANGE, CHARTERERS SHALL HAVE THE OPTION TO ROUTE THE VESSEL THROUGH THE SUEZ

CANAL.

(B) IF THIS OPTION IS DECLARED, OWNERS SHALL DISCHARGE SUFFICIENT CARGO AT AIN SUKHNA TO ENABLE THE VESSEL TO SAFELY TRANSIT THE SUEZ CANAL NORTHBOUND. THE

VESSEL SHALL THEN RELOAD THE SAME QUANTITY, EITHER OF THE SAME GRADE OR OF A

DIFFERENT GRADE, AT SIDI KERIR FOR ON-CARRIAGE TO THE NOMINATED DISCHARGE PORT(S).

(C) THE WORLDSCALE FLAT RATE SHALL BE BASED ON THE ACTUAL VOYAGE PERFORMED FROM

THE LOADING PORT(S) TO THE DISCHARGE PORT(S), BASIS SUEZ/SUEZ, BUT EXCLUDING ANY

ALLOWANCE FOR SIDI KERIR AND AIN SUKHNA AND THE SUEZ CANAL DIFFERENTIALS.

(D) TIME SPENT FOR DISCHARGING AT AIN SUKHNA AND RELOADING AT SIDI KERIR SHALL

COUNT AS LAYTIME OR, IF THE VESSEL IS ON DEMURRAGE, AS DEMURRAGE. TIME SPENT IN

DEVIATING INTO AIN SUKHNA OVER AND ABOVE THE TIME REQUIRED FOR THE DIRECT PASSAGE

FROM THE ARABIAN GULF TO THE SUEZ CANAL ENTRANCE, AND ANY TIME SPENT IN DEVIATING

INTO SIDI KERIR OVER AND ABOVE THE TIME REQUIRED FOR THE DIRECT PASSAGE FROM THE

SUEZ CANAL EXIT TO THE FIRST DISCHARGE PORT WITHIN UK/CONT/MEDITERRANEAN, IN EITHER

CASE CALCULATED ON THE BASIS OF THE SERVICE SPEED STATED IN THE CHARTER, SHALL

COUNT AS LAYTIME OR, IF THE VESSEL IS ON DEMURRAGE, AS DEMURRAGE. ANY PORT COSTS

IN AIN SUKHNA AND SIDI KERIR SHALL BE REIMBURSED AT COST.

(E) SUEZ CANAL TRANSIT COSTS FOR THE LADEN PASSAGE SHALL BE PAID DIRECTLY BY CHARTERERS, AND CHARTERERS SHALL PAY TO OWNERS THE SUEZ CANAL BALLAST TRANSIT

DIFFERENTIAL AS PER WORLDSCALE TOGETHER WITH FREIGHT.

(F) SUBJECT ALWAYS TO ANY OBLIGATION THAT THE CHARTERERS MAY HAVE TO PAY FREIGHT

ON ANY AGREED MINIMUM QUANTITY OF CARGO FOR THE ENTIRE VOYAGE:

(I) WHERE THE QUANTITY OF CARGO DISCHARGED IN AIN SUKHNA EXCEEDS THE QUANTITY

OF CARGO LOADED IN SIDI KERIR, CHARTERERS SHALL ONLY BE LIABLE TO PAY FREIGHT

ON THE DIFFERENCE ON THE BASIS OF THE FLAT RATE FROM THE ACTUAL LOADING PORT

TO AIN SUKHNA; AND

(II) WHERE THE QUANTITY OF CARGO LOADED IN SIDI KERIR EXCEEDS THE QUANTITY OF CARGO DISCHARGED IN AIN SUKHNA, CHARTERERS SHALL ONLY BE LIABLE TO PAY FREIGHT ON THE DIFFERENCE ON THE BASIS OF THE FLAT RATE FROM SIDI KERIR TO THE ACTUAL DISCHARGE PORT.

DELETE FOR CPP, TO BE DISCUSSED/AGREED FOR CRUDE/DPP FIXTURES.

AC4. BP WAR RISKS ADDITIONAL EXPENDITURE CLAUSE

(A) OWNERS SHALL EFFECT WAR RISKS INSURANCE IN RESPECT OF THE HULL AND MACHINERY

OF THE VESSEL AND THEIR OTHER INTERESTS (INCLUDING, BUT NOT LIMITED TO, LOSS OF EARNINGS AND DETENTION, THE CREW AND THEIR PROTECTION AND INDEMNITY RISKS),

AND THE GENERAL PREMIUMS AND/OR CALLS THEREFORE SHALL BE FOR THEIR ACCOUNT.

(B) WAR RISK INSURANCE ADDITIONAL PREMIUMS ("ADDITIONAL PREMIUMS") INCURRED AS

A RESULT OF THE VESSEL ENTERING AN EXCLUDED AREA NECESSARY TO PERFORM UNDER

THIS CHARTER SHALL BE FOR CHARTERERS' ACCOUNT, NET OF ALL DISCOUNTS OR REBATES OR NO CLAIMS BONUS, AND ALWAYS PROVIDED THAT CHARTERERS ARE GIVEN

WRITTEN NOTICE OF THE AMOUNT OF SUCH ADDITIONAL PREMIUMS AS SOON AS POSSIBLE

AND, IN ANY EVENT, BEFORE SUCH ADDITIONAL PREMIUMS ARE PAID BY OWNERS.

CHARTERERS SHALL NOT BE RESPONSIBLE FOR ANY ADDITIONAL PREMIUMS SHOULD OWNERS FAIL TO GIVE SUCH PRIOR NOTICE.

(C) THE BENEFIT OF DISCOUNTS OR REBATES OR NO CLAIMS BONUS ON ADDITIONAL PREMIUMS

RECEIVED BY OWNERS FROM THEIR WAR RISKS INSURERS, UNDERWRITERS OR BROKERS

SHALL BE CREDITED TO CHARTERERS IN FULL WHETHER GIVEN AT THE TIME OR CREDITED

TO OWNERS BY THEIR WAR RISKS INSURERS AT LATER DATE. CHARTERERS SHALL REIMBURSE

OWNERS ANY AMOUNTS DUE UNDER THIS CLAUSE UPON RECEIPT OF OWNERS' INVOICE,

TOGETHER WITH FULL SUPPORTING DOCUMENTATION INCLUDING ALL ASSOCIATED DEBIT

AND CREDIT NOTES.

(D) FOR THE AVOIDANCE OF DOUBT ANY "BLOCKING AND TRAPPING", "LOSS OF PROFIT", "LOSS OF HIRE", "LOSS OF FREIGHT" OR "LOSS OF BUNKERS" INSURANCE TAKEN OUT BY OWNERS IN RESPECT OF THE VESSEL, AND ANY ADDITIONAL PREMIUM RELATING THERETO, ARISING FROM CHARTERERS TRADING OF THE VESSEL, SHALL BE FOR OWNERS' ACCOUNT. THIS EXCLUDES GULF OF ADEN CLAUSE.

AC5. ICE STRENGTHENED VESSEL CLAUSE - N/A

(A) THE CHARTERERS SHALL BE ENTITLED TO REQUIRE THE VESSEL TO BREACH IWL LIMITS

AND/OR FORCE ICE AND/OR FOLLOW ICE BREAKERS, ALWAYS WITHIN THE VESSEL'S CLASS AND DESIGN CAPABILITIES.

(B) THE NAVIGATION AND SAFETY OF THE VESSEL SHALL REMAIN THE RESPONSIBILITY OF

THE MASTER. HOWEVER, NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH (A) ABOVE,

THE VESSEL SHALL NOT ENTER AREAS WHERE THE PUBLISHED DATA (AS ISSUED BY THE

LOCAL COASTGUARD AND/OR OTHER COMPETENT AUTHORITIES) INDICATES THAT THE ICE

IS THICKER THAN THAT FOR WHICH THE VESSEL IS CLASSED OR AREAS WHERE THERE IS A RISK THAT THE VESSEL SHALL BE FROZEN IN. WITHOUT PREJUDICE TO THE PROVISIONS OF CLAUSE 28 OF THIS CHARTER, UPON RECEIPT OF SUCH DATA, THE MASTER SHALL IMMEDIATELY NOTIFY CHARTERERS BY TELEX OR OTHER SUITABLE MEANS

REQUESTING REVISED VOYAGE ORDERS. PENDING CHARTERERS' REVISED VOYAGE ORDERS,

THE VESSEL SHALL REMAIN OUTSIDE THE AREA OF ICE-BOUND WATERS AND ANY PERIOD

OF DELAY SHALL COUNT AS LAYTIME OR, IF THE VESSEL IS ON DEMURRAGE, AS DEMURRAGE

(D) WHERE APPLICABLE, ANY EXTRA INSURANCE PREMIUM, ALL ICE DUES (WHETHER AT THE

LOAD OR DISCHARGE PORT) AND THE COSTS OF ANY ICE BREAKERS OR ICE ADVISORS SHALL BE FOR OWNERS ACCOUNT.

TO BE DISCUSSED/AGREED ON A CASE BY CASE BASIS.

AC6. DELAYS AT ICE-BOUND PORTS - N/A

SUBJECT TO THE PROVISIONS OF CLAUSES 28 AND AC5, WHERE THE VESSEL IS DELAYED IN

GETTING TO HER LOADING OR DISCHARGING BERTH ON ACCOUNT OF ICE, THE FOLLOWING

PROVISIONS SHALL APPLY.

1) IN THE EVENT THAT THE VESSEL IS UNABLE TO REACH THE LOADING OR DISCHARGING PORT ON ACCOUNT OF ICE, NOR MAY BE TENDERED FROM THE EDGE OF ICE AS NEAR TO THE PORT AS THE VESSEL MAY SAFELY REACH, PROVIDED ALWAYS THAT SUCH NOR WOULD

HAVE BEEN TENDERED AFTER THE COMMENCEMENT DATE STATED IN SECTION G OF PART 1

HAD THE VESSEL BEEN ABLE TO PROCEED TO THE PORT WITHOUT DELAY DUE TO THE ICE.

2) NOTHING IN THIS CLAUSE SHALL AFFECT THE CHARTERERS' RIGHT TO CANCEL THE CHARTER

IF THE VESSEL WOULD NOT HAVE ARRIVED AT THE FIRST LOADING PORT BY THE CANCELLING

DATE STATED IN SECTION G OF PART I BUT FOR THE DELAY DUE TO THE ICE.

3) TIME SPENT WAITING FOR ICE-BREAKERS ALWAYS TO COUNT AS LAYTIME, OR IF THE VESSEL IS ON DEMURRAGE, DEMURRAGE.

4) TIME SPEND PROCEEDING TO THE PORT SHALL NOT COUNT AS USED LAYTIME OR TIME ON

DEMURRAGE UNTIL THE VESSEL REACHES THE USUAL PORT LIMIT. ANY ADDITIONAL TIME,

OVER AND ABOVE THE NORMAL SHIFTING TIME, SPENT DUE TO THE ICE ON AN INWARD PASSAGE FROM THE USUAL ANCHORAGE OR USUAL PORT LIMIT TO THE BERTH OVER AND

ABOVE NORMAL SHIFTING TIME, SHALL COUNT AS USED LAYTIME OR, IF THE VESSEL IS ON DEMURRAGE, DEMURRAGE.

5) CHARTERERS ALWAYS TO BE ENTITLED TO THE FULL BENEFIT OF THE 6 HOURS NOTICE PERIOD.

TO BE DISCUSSED/AGREED ON A CASE BY CASE BASIS.

AC7. PRIMORSK/KOZMINO BALLAST CLAUSE - N/A

PRIMORSK :

OWNERS / MASTER ARE AWARE THAT ACCORDING TO PRIMORSK PORT REGULATIONS THE BALLAST

WATER IN BALLAST TANKS SHOULD CONTAIN OIL PRODUCTS NOT MORE THAN 0.05 MG / DM3.

IN CASE OF HEIGHTENED CONTENT OF OIL PRODUCT FOUND IN BALLAST TANKS THE DISCHARGE

OF SUCH WATER WILL BE PROHIBITED BY PORT AUTHORITIES. IN VIEW OF THE ABOVE THE

MASTER SHOULD TAKE BALLAST WATER AT THE CONSIDERABLE SEA DEPTH PROVIDING CLEAN

WATER AT BALLAST TANKS ACCORDING TO PRIMORSK REGULATIONS. ANY TIME LOST AND / OR

ANY COSTS DUE TO VESSEL'S FAILURE TO COMPLY WITH ABOVE, TO BE FOR OWNERS ACCOUNT

AND TIME NOT TO COUNT AS LAYTIME OR AS DEMURRAGE, IF ON DEMURRAGE.

KOZMINO:

BALLAST WATER EXCHANGE IS COMPULSORY AND SHOULD BE DONE AT OPEN SEA WITH SEA

DEPTH MORE THAN 200 METERS. ONLY CLEAN SEA WATER BALLAST TAKEN/CHANGED AT OPEN

SEA IS PERMITTED TO DISCHARGE ALONGSIDE. MASTER HAS TO PREPARE APPLICATION DE-BALLASTING LETTER ADDRESSED TO HARBOUR MASTER, INDICATING QUANTITY OF BALLAST/LOCATION WHERE WAS TAKEN/CHANGED (MUST BE OPEN SEA ONLY), CONDITIONS

(MUST BE CLEAN, CONTENT OF OIL SUBSTANCES LESS THAN 0,05 MG/LTR), WHICH HAVE TO BE HANDED OVER TO ECOLOGICAL INSPECTOR FOR HIS ANALYSES/APPROVAL

AC8. BLACK SEA BALLAST CLAUSE - N/A

ALL TANKER VESSELS MUST CHANGE BALLAST WATERS INSIDE THE BLACK SEA. AS FROM

1ST MAY 2006 ECOLOGICAL AUTHORITIES IN NOVOROSIYSK WILL START THE PRACTICE OF CARRYING OUT RANDOM INSPECTIONS AND VESSELS WILL NOT BE ALLOWED TO DISCHARGE

BALLAST IF IT IS DETERMINED THAT THEIR BALLAST WATER WAS NOT CHANGED IN THE BLACK SEA AS REQUIRED. DENSITY OF BALLAST WATER AND SHIP'S LOGS WILL BE CHECKED

ACCORDINGLY.

ANY TIME LOST DUE TO OWNERS NON COMPLIANCE OF ABOVE AND ANY COST AND CONSEQUENCES TO BE FOR OWNERS ACCOUNT.

AC9. ADDITIONAL EMPLOYMENT/ STORAGE CLAUSE - DELETE CLAUSE IN FULL WHERE A RATE FOR USE OF THE VESSEL FOR ADDITIONAL EMPLOYMENT/FLOATING STORAGE

HAS BEEN AGREED IN THIS CHARTER, THE FOLLOWING SHALL APPLY:

(A) CHARTERERS MAY GIVE ORDERS TO USE THE VESSEL AT THE RATE SPECIFIED FOR THE PERIOD SPECIFIED.

(B) CHARTERERS SHALL, WHERE POSSIBLE, GIVE OWNERS 10 15 DAYS APPROXIMATE AND 10,7, 5, 3, 2, 1 DAYS FIRM NOTICE OF TERMINATION OF ADDITIONAL EMPLOYMENT.

(C) FIRST 15 DAYS OF ADDITIONAL EMPLOYMENT IS PAYABLE IN ADVANCE, AND EVERY 15 DAYS THEREAFTER. SAID RATE IS EXCLUSIVE OF ALL BUNKERS AND PORT CHARGES (WHICH SHALL BE FOR CHARTERERS' ACCOUNT).

(E) CHARTERERS MAY GIVE ORDERS, ONCE VESSEL HAS ARRIVED AT A LOADING PORT OR STORAGE AREA, TO ORDER VESSEL INTO OR OUT OF A STORAGE AREA ONE OR MORE TIMES TO DISCHARGE OR LOAD ADDITIONAL CARGO. ALL TIME TO AND FROM STORAGE

AREA OR WITHIN LOADING OR DISCHARGE RANGES, UNDER SUCH ORDERS, SHALL BE AT THE STORAGE RATE WITH CHARTERERS PAYING ALL ADDITIONAL BUNKERS FOR STEAMING, HEATING (IF ANY), LOADING AND DISCHARGING AND ALL ADDITIONAL PORT CHARGES, PAYABLE AGAINST FULL SUPPORTING DOCUMENTATION

(F) ANY DIMINUTION IN VESSEL'S PERFORMANCE AND ANY ADDITIONAL BUNKERS CONSUMED

DURING OR AFTER STORAGE AS A RESULT OF HULL FOULING, AND ANY HULL CLEANING

COSTS, SHALL BE FOR OWNERS' ACCOUNT. ANY SUCH FOULING SHALL NOT RELIEVE THE OWNERS IN ANY WAY FROM THE PERFORMANCE OF THEIR OBLIGATIONS UNDER THE CHARTER.

AC10. BP COMMINGLING CLAUSE

(A) OWNERS AGREE, IF SO REQUESTED BY CHARTERERS, TO INSTRUCT THE MASTER TO COMMINGLE THE CARGO OR CARGOES LOADED ON BOARD, ALWAYS IN STRICT COMPLIANCE

WITH SAFETY RULES, AND SUBJECT TO THE TECHNICAL CHARACTERISTICS OF THE VESSEL.

(B) CHARTERERS WARRANT THAT ANY CARGOES TO BE COMMINGLED OR BLENDED ON BOARD

SHALL BE STABLE AND COMPATIBLE AND THAT NO PRECIPITATION OF SOLID DEPOSITS IN CARGO TANKS, PIPES, PUMPS, VALVES WILL OCCUR.

(C) CHARTERERS WILL HOLD OWNERS HARMLESS AND KEEP THEM FULLY INDEMNIFIED AGAINST ALL COSTS, LOSSES, CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTAMINATION OR QUALITY DETERIORATION OR FAILURE TO MEET ANY CONTRACTUAL SPECIFICATION) AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL EXPENSES) CAUSED BY OR IN ANY WAY ARISING FROM CHARTERERS' INSTRUCTIONS TO COMMINGLE OR BLEND ON BOARD. ANY ADDITIONAL COSTS INCURRED

AS A RESULT OF COMMINGLING/BLENDING OPERATIONS ARE FOR CHARTERERS' ACCOUNT.

(D) IN THE EVENT OF COMMINGLING OR BLENDING ON BOARD, CHARTERERS SHALL RETURN

ALL THREE (3) ORIGINAL COPIES OF ALL BILLS OF LADING ISSUED IN RESPECT OF

THE CARGOES TO BE BLENDED OR COMMINGLED TO OWNERS FOR CANCELLATION.
UPON

RETURN OF THE ORIGINAL COPIES OF THE BILLS OF LADING AS AFORESAID, OWNERS
WILL ISSUE REPLACEMENT BILLS OF LADING IN RESPECT OF THE COMMINGLED OR
BLENDED CARGO, WHICH WILL STATE ON THEIR FACE:

- (I) THE DETAILS FROM THE BILL OF LADING PURSUANT TO WHICH THE CARGOES WERE
ORIGINALLY LOADED, INCLUDING THE NATURE OF THE CARGO, THE ORIGINAL
QUANTITY LOADED AND THE DATE AND PLACE OF LOADING; AND
- (II) THE PLACE AND DATE OF THE BLENDING OR COMMINGLING TOOK PLACE.

CHARTERER TO HAVE THE RIGHT TO COMMINGLE AND/OR CIRCULATE THE CARGO IN
VESSEL'S

TANKS AND/OR ADD CARGO ADDITIVES (INCLUDING BUT NOT LIMITED TO DYE, POUR
POINT

DEPRESSANT, ANTI STATIC ADDITIVES, METALS DEACTIVATORS AND H2S SCAVENGERS)
AND

MASTER TO EXECUTE THIS OPERATION (THESE OPERATIONS) AS PER CHARTERER'S
INSTRUCTIONS

SUBJECT TO SHIP'S SAFETY. CHARTERERS TO ISSUE LOI IN ACCORDANCE WITH OWNERS
P AND I CLUB WORDING.

AC11. ORDERS CLAUSE

NOTWITHSTANDING ANY TERM OF THIS CHARTER TO THE CONTRARY, CHARTERERS
SHALL HAVE

THE LIBERTY, AT ANY STAGE OF THE VOYAGE, OF INSTRUCTING THE VESSEL TO STOP
AND

WAIT FOR ORDERS AT A SAFE PLACE. IN PARTICULAR AND WITHOUT PREJUDICE TO THE
GENERALITY OF THE FOREGOING, CHARTERERS SHALL BE ENTITLED TO INSTRUCT THE
VESSEL

NOT TO TENDER NOR ON ARRIVAL AT OR OFF ANY PORT OR PLACE OR TO DELAY
ARRIVING AT

ANY PORT OF PLACE UNTIL CHARTERERS GIVE THE ORDER TO DO SO. TIME TO COUNT AS
USED

LAYTIME OR TIME ON DEMURRAGE, IF VESSEL IS ON DEMURRAGE. IF ANY COST, INCUR,
WILL

BE CHRTRS ACCOUNT.

AC12. USCG C.O.C CLAUSE - N/A

IF THE VESSEL REQUIRES A C.O.C OR TVEL AND DOES NOT HAVE A VALID ONE, NO NOR
CAN

BE TENDERED IN RELATION TO ANY CARGO OPERATION AT ANY PORT IN THE USA OR ITS
CONTROLLED TERRITORIES UNTIL SUCH TIME AS A VALID C.O.C OR TVEL, AS THE CASE
MAY

BE, HAS BEEN OBTAINED.

IF THE USCG REQUIRES TO CARRY OUT A PERIODIC INSPECTION DURING THE CURRENCY
OF A

VALID C.O.C OR TVEL HELD BY THE VESSEL, THE NOR TENDERED BY THE VESSEL SHALL
NOT

BE OR BECOME EFFECTIVE FOR THE PURPOSES OF CALCULATING LAYTIME, OF IF THE
VESSEL

IS ON DEMURRAGE, DEMURRAGE UNLESS AND UNTIL THE PERIODIC INSPECTION HAS
BEEN

CARRIED OUT AND THE VESSEL HAS BEEN CLEARED FOR CARGO OPERATIONS. THE SAME

PROVISIONS SHALL APPLY MUTATIS MUTANDIS IN RESPECT OF ANY PORT NOT IN THE USA
OR ITS CONTROLLED TERRITORIES WHERE ANY SIMILAR CERTIFICATE IS REQUIRED TO BE ISSUED AND VESSEL INSPECT TO BE CARRIED OUT BY ANY STATE AUTHORITY

AC13. SPEED CLAUSE - N/A

CHARTERER SHALL ALSO HAVE THE OPTION TO REQUEST THE VESSEL TO REDUCE HER SPEED

ON LADEN PASSAGE. ADDITIONAL VOYAGE TIME SHALL COUNT AGAINST LAYTIME OR TIME ON

DEMURRAGE, IF VESSEL IS ON DEMURRAGE AND THE VALUE OF ANY BUNKERS SAVED SHALL BE

DEDUCTED FROM ANY DEMURRAGE CLAIM OWNER(S) MAY HAVE UNDER THIS CHARTERPARTY WITH

THE VALUE BEING CALCULATED AT LAST INVOICED PRICE. OWNER SHALL PROVIDE DOCUMENTATION

TO FULLY SUPPORT THE CLAIMS AND CALCULATIONS UNDER THIS CLAUSE.

AC14. PROCEED AT UTMOST DISPATCH

VESSEL NOT TO PERFORM INTERIM VOYAGE PRIOR TO ENTRY INTO CHARTERERS SERVICE,

WITHOUT CHARTERERS PRIOR CONSENT WHICH NOT TO BE UNREASONABLY WITHHELD.

AC15. SPLITTING OF BL'S - N/A

CHARTERERS HAVE THE OPTION TO SPLIT B/L DURING LOADING OF CARGO GRADE AND MASTER

TO SIGN ACCORDINGLY, AND STOPPAGE OF CARGO WILL BE REPORTED IN THE TIME SHEET. IF

HOMOGENIOUS CARGO AND THUS A COMMINGLING OF CARGO WILL TAKE PLACE CHARTERERS TO

ISSUE AN LOI DURING OR AFTER THE SPLITTING OF BL'S FOR PRACTICAL REASONS ONLY AS

PER OWNERS P AND I CLUB WORDING.

AC16. TURKISH B/L CLAUSE - N/A

IN CASE NEXT VOYAGE WILL DISCHARGE TURKEY - OWNERS WILL RE-ISSUE "NOT NEGOTIABLE"

COPY OF THE B/L AND/OR CARGO MANIFEST FOR TURKEY CUSTOM CLEARANCE. ONLY CONSIGNEE

IS TO BE CHANGED FOR CUSTOM'S PURPOSES AND ALL OTHER TERMS/DETAILS OF THE B/L AND/OR CARGO MANIFEST REMAIN UNCHANGED. THE "NOT NEGOTIABLE" COPY MUST BE DULY

MRKED WITH "FOR CUSTOMS PURPOSES ONLY."

THIS CLAUSE TO BE DISCUSSED ON A CASE BY CASE BASIS.

AC17 CARGO SUPERVISORS

KOREA:

IF REQUIRED, A SUPERVISOR WHO IS NOMINATED BY THE TERMINAL IN SOUTH KOREA SHOULD

ATTEND THE SAFE BERTHING AND LOADING/DISCHARGING, FOR OWNER'S ACCOUNT.

JAPAN:

OWNERS TO ARRANGE FOR A JAPANESE SPEAKING SUPERINTENDENT AT THE JAPANESE PORT(S)
FOR OWNERS ACCOUNT, AND TO ATTEND THE VESSELS FULL CARGO OPERATIONS.

ARABIAN GULF:

OWNERS TO EMBARK CHARTERER'S SURVEYOR AT FUJAIRAH INBOUND AT NO
ADDITIONAL COST
AT THEIR RISK, TIME AND EXPENSE.

AC18. KOREAN ANCHORAGE

IN CASE VESSEL ARRIVED AT QUARANTINE STATION AT KOREAN PORTS AND TENDER
NOTICE
OF READINESS TO LOAD/DISCHARGE BETWEEN 18:00 AND 24:00 HOURS, LAYTIME SHALL
COUNT
FROM 06:00 HOURS THE NEXT DAY. IN REGARDS TO SOUTH KOREAN ANCHORAGE DUES
FIRST
48 HOURS FOR OWNERS ACCOUNT, THEREAFTER TO BE FOR CHARTERERS ACCOUNT.

AC19. CHINESE RIVER PORTS CLAUSE

IF THE VESSEL IS REQUIRED TO CALL AT NON-COASTAL CHINESE PORTS/BERTHS, ALL
EXTRA
INBOUND TRANSIT TIME IN THE RIVER IN EXCESS OF ACTUAL STEAMING TIME, IS TO
COUNT
AS LAYTIME OR TIME ON DEMURRAGE IF THE VESSEL IS ON DEMURRAGE. FOR PURPOSES
OF
CALCULATING EXTRA TRANSIT TIME, TIME IS TO COUNT UPON EXPIRY OF 6 HOURS AFTER
ARRIVAL AT FIRST INBOUND PILOT STATION UNTIL ARRIVAL AT CUSTOMARY
ANCHORAGE FOR
SUCH PORT/BERTH. ALL EXTRA TRANSIT TIME UP TO DROPPING OUTBOUND RIVER PILOT,
IN
EXCESS OF ACTUAL OUTBOUND STEAMING TIME IN THE RIVER, IS TO COUNT AS LAYTIME
OR
TIME ON DEMURRAGE. ALL TIME SPENT WAITING FOR TIDE, DAYLIGHT OR WEATHER TO
COUNT
IN FULL.

(COMMISSION)

=====

- COMMISSION (ON FREIGHT, DEADFREIGHT AND DEMURRAGE):
- 2.50% ADDRESS COMMISSION TO CHARTERERS AND TO BE DEDUCTIBLE AT SOURCE
- 1.25% BROKERAGE COMMISSION TO BRAEMAR ACM SHIPBROKING PTE LTD

=====

- 1) CHARTERERS STYLE : CLEARLAKE SHIPPING PTE LTD.
- 2) DOMICILE :
- 3) COMPANY REGISTERED IN : SINGAPORE
- 4) FULL REGISTERED POSTAL ADDRESS : 12 MARINA BOULEVARD
#35-02 MBFC TOWER 3
SINGAPORE 018982
- 5) INVOICING ADDRESS IF DIFFERENT TO ITEM NO.4 ABOVE : SAME AS NO.4

NAME : BRAEMAR ACM SHIPBROKING PTE LTD
ADDRESS : 1 PICKERING STREET #08-01

GREAT EASTERN CENTRE
SINGAPORE 048659

TEL : + 65 6516 9589
FAX : + 65 6533 1632
KARIN WOON (MOB) : + 65 8399 9073

OPERATIONS : DIRECT TEL: +65 6579 1060

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CHIRAQ : + 44 7824 499562
ALISON LEE : + 65 9455 7932

END RECAP

MANY THANKS AGAIN FOR YOUR SUPPORT.

Best Regards,

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BPVOY4

VOYAGE CHARTER PARTY



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Registered Office:- Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4UL



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Codeword for this Charterparty
"BPVOY4"

VOYAGE CHARTER PARTY

1 Date _____

2 *It is this day agreed between* _____

3 of _____

4 _____

5 ("Owners") being owners/disponent owners of the motor/steam tank vessel (delete as
6 applicable) called _____

7 ____("Vessel")

8 and _____

9 of _____

10 _____

11 ("Charterers") that the service for which provision is herein made shall be subject to
12 the terms and conditions of this Charter which comprises PART 1 and PART 2 and the
13 "BP Shipping Questionnaire" (which term shall mean the document attached as
14 Appendix 1 of this Charter or such subsequent editions of the BP Shipping
15 Questionnaire as may be correct as at the date of this Charter).

16 *Unless the context otherwise requires, words denoting the singular include the plural*
17 *and vice versa.*

18 *In the event of any conflict between the provisions of PART 1 and PART 2 of this Charter,*
19 *the provisions of PART 1 shall prevail.*

20 *In the event of any conflict between the provisions of PART 1 or PART 2 of this Charter*
21 *and any provisions in the BP Shipping Questionnaire, the provisions of PART 1 or PART*
22 *2 of this Charter shall prevail.*

23



PART 1

23

24 A. Name of Vessel _____

25 B. Description of Vessel

26 Owners undertake that the Vessel conforms to the following description:-

27 (1) Summer Deadweight (SDWT) on assigned summer freeboard _____ Tonnes

28 (2) Salt Water draught (on SDWT) _____ Metres

29 (3) Flag _____

30 (4) Year Built _____

31 (5) Length Overall _____ Metres

32 (6) Beam _____ Metres

33 (7) Cargo tank capacity at 98% excluding slop tanks _____ Cu. Metres

34 (8) Capacity of slop tanks at 98% _____ Cu. Metres

35 (9) The Vessel is (delete as applicable) Segregated Ballast Tanker (SBT)/Clean Ballast Tanker

36 (CBT)

37 (10) Crude Oil Washing (COW) (delete as applicable) _____ YES/NO

38 (11) Inert Gas System (IGS) (delete as applicable) _____ YES/NO

39 (12) Closed Cargo Operations (delete as applicable) _____ YES/NO

40 (13) The Vessel has (delete as applicable) _____ Double Bottom/Double

41 Sides

42 (14) Tonnes Per Centimetre Immersion (TPC) _____ Tonnes

43 (15) Bow to Centre of Manifold (BCM) _____ Metres

44 (16) Derricks/Cranes - Number and Capacity _____

45 _____

46 _____

47 (17) Tongue Type Bow Chain Stoppers:-

48 (a) Number _____

49 (b) Safe Working Load _____ Tonnes

50 (c) Nominal Diameter of Chain _____ Millimetres

51 (18) Keel to Top of Mast (KTM) _____ Metres

52 (19) Tank Coatings (Type) _____

53 (20) Heating Coils (Type) _____

54 (21) Classification Society and Class Notation _____

55 (22) Gross Tonnage (GT) _____ Tonnes

56 (23) Suez Canal Net Registered Tonnage (SCNRT) _____ Tonnes

57 (24) Panama Canal Net Registered Tonnage (PCNRT) _____ Tonnes

58 (25) Charter Speed (weather and safe navigation permitting) _____ Knots ("Charter Speed")

59 (26) Maximum Speed (weather and safe navigation permitting) _____ Knots ("Maximum Speed")

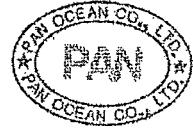
60 (27) Last Cargoes:- (a) Last _____

61 (b) Second Last _____

62 (c) Third Last _____

63 C. Cargo Quantity _____

64 _____



65 D. Cargo Description _____
 66 _____
 67 _____
 68 E. Loading Port(s)/Range(s) at Charterers' option _____
 69 _____
 70 _____
 71 F. Discharge Port(s)/Range(s) at Charterers' option _____
 72 _____
 73 _____
 74 _____
 75 _____
 76 G. Laydays
 77 Commencing: 0001 hours local time on _____ ("Commencement Date")
 78 Cancelling: 1600 hours local time on _____ ("Cancelling Date")
 79 Vessel expected ready to load _____ hours local time on _____ based
 80 on following current itinerary _____
 81 _____
 82 H. Freight Rate _____
 83 _____ ("Freight Rate")
 84 Increase of Freight Rate applicable to increased speed per knot, or pro rata, between
 85 Charter Speed and Maximum Speed:-
 86 _____
 87 Overage (if any) at 50% of Freight Rate
 88 I. Laytime _____ running hours
 89 J. Demurrage _____ US \$ per day or pro rata
 90 K. Owners' Payment Details _____
 91 _____
 92 _____
 93 _____
 94 _____
 95 L. Additional Clauses _____
 96 _____
 97 _____
 98 _____
 99 _____
 100 M. The "BP Shipping Questionnaire" was last completed and submitted to Charterers on _____
 101 _____ and, where applicable, was confirmed as accurate on _____
 102 _____



102

PART 2103 **1. CONDITION OF VESSEL**

104 Owners shall, before, at the commencement of, and throughout the voyage carried out
 105 hereunder, exercise due diligence to make and maintain the Vessel, her tanks, pumps,
 106 valves and pipelines tight, staunch, strong, in good order and condition, in every way
 107 fit for the voyage and fit to carry the cargo stated in Sections C and D of PART 1, with
 108 the Vessel's machinery, boilers and hull in a fully efficient state, and with a full
 109 complement of Master, officers and crew who are fully qualified (as evidenced by
 110 internationally recognised certification and, where applicable, endorsements), and are
 111 experienced and competent to serve in the capacity for which they are hired. Owners
 112 undertake that the Vessel shall be operated in accordance with the recommendations
 113 set out in the 1996 Edition of ISGOTT, as amended from time to time.

114 **2. CHARTERING QUESTIONNAIRE**

115 2.1 Prior to agreement being reached between Owners and Charterers on the terms
 116 and conditions of this Charter, Owners have either:-

117 2.1.1 completed and submitted, or have authorised their brokers to complete
 118 and submit, the BP Shipping Questionnaire; or

119 2.1.2 confirmed, or have authorised their brokers to confirm, in writing to
 120 Charterers that each and every response given by Owners in the BP
 121 Shipping Questionnaire last completed and submitted to Charterers in
 122 respect of the Vessel remains correct and accurate in every particular;

123 in each case on the date stated in Section M of PART 1.

124 2.2 Notwithstanding the date on which the BP Shipping Questionnaire was last
 125 completed by Owners and submitted to Charterers in respect of the Vessel, it is
 126 a condition of this Charter that the responses in the BP Shipping Questionnaire
 127 are correct as at the date hereof. If any response proves to be incorrect, and as
 128 a consequence Charterers are likely to, or do, suffer prejudice or are likely to,
 129 or do, incur loss, damage, cost or expense, Charterers shall be entitled either:-

130 2.2.1 to cancel this Charter forthwith without prejudice to any other rights
 131 available to them under this Charter or otherwise under English law; or

132 2.2.2 to recover, by deduction from freight or otherwise, the said loss, damage,
 133 cost and expense.

134 **3. LOADING/COMPLIANCE WITH CHARTERERS' VOYAGE ORDERS**

135 3.1 Subject to the provisions of this Charter the Vessel shall proceed to the loading
 136 port (the term "port" shall include any port, berth, dock, loading or discharging
 137 anchorage or offshore location, submarine line, single point or single buoy
 138 mooring facility, alongside vessels or lighters, or any other place whatsoever as
 139 the context requires) stated in Section E of PART 1, or to such other port
 140 (always within the Ranges stated in Section E of PART 1) as is separately or
 141 subsequently identified in Charterers' Voyage Orders (which term shall mean
 142 any written instruction issued by Charterers in respect of the Vessel at any time
 143 during the period of this Charter, including any amendments, corrections or
 144 revisions thereto), or so near thereto as she may safely reach and there load the
 145 cargo stated in Sections C and D of PART 1 subject to any clarification of cargo
 146 loading instructions as may be provided in Charterers' Voyage Orders.

147 3.2 Owners undertake that the Vessel is able to load, carry and discharge the
 148 quantities, grades and segregations of cargo stated in Sections C and D of PART



149 1, without loading on top of tank washings ("slops"). Charterers shall not be
 150 liable for any loss, damage (including deadfreight), cost or expense incurred by
 151 Owners by reason of the Vessel being unable to load in accordance with this
 152 undertaking. Loading on top of slops shall not be permitted without
 153 Charterers' prior agreement in writing.

154 The cargo loaded on board the Vessel shall not exceed the quantity which she
 155 can reasonably stow and carry over and above her equipment and provisions
 156 and shall in any case not exceed the quantity permitted by the International
 157 Load Line Convention, 1966, or any modification or amendment thereof as may
 158 be applicable to the voyage to be performed hereunder.

159 3.3 Owners undertake that the Vessel shall, upon completion of loading the cargo,
 160 proceed at the speed stated in Section B.25 of PART 1 ("Charter Speed"), or at
 161 such other speed, not exceeding the speed stated in Section B.26 of PART 1
 162 ("Maximum Speed"), as may be stated in Charterers' Voyage Orders, to the
 163 discharge port stated in Section F of PART 1, or to such other port or location
 164 permitted under this Charter, in accordance with Charterers' Voyage Orders, or
 165 so near thereto as she may safely reach, and deliver the cargo in consideration
 166 of the payment of freight as provided in Clause 31.

167 3.4 Charterers shall have the right at any time during the voyage to instruct Owners
 168 to adjust the Vessel's speed. Charterers shall not instruct Owners to increase
 169 the Vessel's speed such as to require the Vessel to proceed in excess of the
 170 Maximum Speed. If Owners increase the speed of the Vessel in accordance
 171 with Charterers' Voyage Orders, any increase in the freight rate consequent
 172 thereon shall be calculated in accordance with the Example set out in Clause
 173 31.

174 3.5 If the Vessel fails to maintain Charter Speed, or Owners fail to comply with any
 175 instructions in Charterers' Voyage Orders requiring an increase of speed
 176 pursuant to this Clause 3, Owners shall, subject to Clause 38, be liable for all
 177 loss, damage, cost and expense arising as a direct consequence thereof save to
 178 the extent that Owners can prove that such failure was attributable either to
 179 adverse weather conditions and sea state or to the requirements for the safe
 180 navigation of the Vessel. Charterers shall be entitled to deduct any such loss,
 181 damage, cost and expense from any demurrage due to Owners hereunder
 182 without prejudice to any other rights available to Charterers under this Charter
 183 or otherwise under English law.

184 4. ESTIMATED TIMES OF ARRIVAL

185 4.1 If the Master fails to comply with any of the following provisions any delay
 186 resulting therefrom, either at the loading or discharge port, shall not count as
 187 laytime or, if the Vessel is on demurrage, as demurrage and Owners shall be
 188 responsible for any additional loss, damage, cost and expense incurred by
 189 Charterers arising from such non-compliance.

190 4.2 The Master shall send messages by telex to Charterers, the Agents (which term
 191 wherever used in this Charter shall mean the Vessel's agents under Clause 15)
 192 and to any other parties as required by Charterers (hereafter referred to
 193 collectively as the "ETA Notify Parties"), advising the date and estimated time of
 194 the Vessel's arrival ("ETA"). Such messages shall be sent upon the Vessel's
 195 sailing from the last discharge port and seven (7) days and seventy-two (72),
 196 forty-eight (48) and twenty-four (24) hours prior to the Vessel's ETA at each
 197 loading port. If the Vessel is at sea or elsewhere when ordered by Owners to
 198 proceed to a loading port the Master shall, if the Vessel is less than seven (7)
 199 days or seventy-two (72), forty-eight (48) or twenty-four (24) hours from that
 200 loading port, immediately notify the ETA Notify Parties of the Vessel's ETA at
 201 that loading port. Thereafter, the Master shall advise the ETA Notify Parties of



- 202 the Vessel's ETA at such of the times as aforesaid as are applicable or
203 immediately provide them with such other ETAs as Charterers may require.
- 204 4.3 The Master shall send messages by telex to the ETA Notify Parties advising the
205 Vessel's ETA at each discharge port, together with information as to the Vessel's
206 expected arrival draught on even keel, immediately upon the Vessel leaving the
207 final loading port and thereafter, where applicable, seven (7) days, seventy-two
208 (72), forty-eight (48) and twenty-four (24) hours prior to the Vessel's ETA at
209 each discharge port or immediately provide the ETA Notify Parties with such
210 other ETAs as Charterers may require.
- 211 4.4 The Master shall also advise the ETA Notify Parties by telex of any variation of
212 more than six (6) hours in estimated times of arrival at the loading and/or
213 discharge ports.
- 214 4.5 Charterers may require Owners to provide them with copies of all telexes
215 (showing answerbacks) to be sent under this Clause 4 and Owners shall
216 promptly comply with such requirement.
- 217 5. **LOADING AND DISCHARGE PORT/SHIFTING**
- 218 5.1 The Vessel shall be loaded and discharged at any port in accordance with
219 Charterers' Voyage Orders. Before instructing Owners to direct the Vessel to
220 any port, Charterers shall exercise due diligence, to ascertain that the Vessel
221 can always lie safely afloat at such port, but Charterers do not warrant the
222 safety of any port and shall be under no liability in respect thereof except for
223 loss or damage caused by Charterers' failure to exercise due diligence.
- 224 5.2 Charterers shall have the option of instructing Owners to load the Vessel at
225 more than one berth at each loading port and to discharge at more than one
226 berth at each discharge port in which event Owners shall, in the first instance,
227 pay expenses arising from any of the following movements of the Vessel:-
- 228 5.2.1 unmooring at, and pilotage and towage off, the first loading or discharge
229 berth;
- 230 5.2.2 mooring and unmooring at, and pilotage and towage on to and off, any
231 intermediate loading or discharge berth; and
- 232 5.2.3 mooring at, and pilotage and towage on to, the last loading or discharge
233 berth.
- 234 Charterers shall reimburse Owners in respect of expenses properly incurred,
235 arising from any of the aforementioned movements, upon presentation by
236 Owners of all supporting invoices evidencing prior payment by Owners.
- 237 5.3 Charterers shall reimburse Owners in respect of any dues and/or other charges
238 incurred in excess of those which would have been incurred if all the cargo
239 required to be loaded or discharged at the particular port had been loaded or
240 discharged at the first berth only. Time used on account of shifting shall count
241 as laytime or, if the Vessel is on demurrage, as demurrage, except as otherwise
242 provided in Clauses 17 and 18.2.
- 243 5.4 For the purpose of the payment of freight, the places grouped in the section
244 "Port and Terminal Combinations", in the "New Worldwide Tanker Nominal
245 Freight Scale" as amended from time to time ("Worldscale"), shall be considered
246 as berths within a single port and Charterers shall pay shifting expenses in
247 accordance with the provisions of this Clause 5.
- 248 6. **NOTICE OF READINESS ("NOR")**



- 249 6.1 Upon arrival of the Vessel at each loading or discharge port the Master or
 250 Agents shall tender NOR to Charterers or to their order when the Vessel is
 251 ready in all respects to carry out Charterers' orders in accordance with the
 252 provisions of this Charter. Such NOR may be tendered either by letter, telex,
 253 facsimile or telephone (but if NOR is tendered by facsimile or telephone it shall
 254 subsequently be confirmed promptly by telex). Owners shall provide
 255 Charterers with an NOR Certificate signed by the Master and a Terminal
 256 representative in respect of each port at which the Vessel loads or discharges.
- 257 6.2 NOR shall not be tendered, nor shall the Vessel proceed to berth, prior to the
 258 Commencement Date stated in Section G of PART 1 without Charterers' prior
 259 agreement in writing.
- 260 6.3 Notwithstanding tender of a valid NOR by the Vessel such NOR shall not be
 261 effective, or become effective, for the purposes of calculating laytime, or if the
 262 Vessel is on demurrage, demurrage unless and until the following conditions
 263 have been met:-
- 264 6.3.1 in the case of the Vessel proceeding directly to the loading or discharging
 265 place, she is securely moored and her gangway, if it is to be used, is in
 266 place; or
- 267 6.3.2 in the case of the Vessel not berthing upon arrival and being instructed to
 268 anchor, she has completed anchoring at an anchorage where vessels of
 269 her type customarily anchor at the port or, if she has been instructed to
 270 wait, she has reached the area within the port where vessels of her type
 271 customarily wait; and
- 272 6.3.3 free pratique has been granted or is granted within six (6) hours of the
 273 Master tendering NOR. If free pratique is not granted within six (6) hours
 274 of the Master tendering NOR, through no fault of Owners, Agents, or
 275 those on board the Vessel, the Master shall issue a protest in writing
 276 ("NOP") to the port authority and the facility at the port ("Terminal")
 277 failing which laytime or, if the Vessel is on demurrage, demurrage shall
 278 only commence when free pratique has been granted; and
- 279 6.3.4 in the case of calls at US ports, a US Coast Guard Tanker Vessel
 280 Examination Letter ("TVEL") has been issued, or in the case of calls at
 281 non-US ports where any similar certificate is required to be issued by a
 282 state authority at those ports prior to loading or discharging of cargo,
 283 such certificate has been issued.
- 284 7. LAYTIME/DEMURRAGE
- 285 7.1 Charterers shall be allowed the number of hours stated in Section I of PART 1,
 286 together with any period of additional laytime arising under Clause 7.3.1, as
 287 laytime for loading and discharging and for any other purposes of Charterers in
 288 accordance with the provisions of this Charter.
- 289 7.2 Sundays and holidays shall be included in respect of laytime for loading and
 290 discharging, unless loading or discharging on the Sunday or holiday in
 291 question is prohibited by law or regulation at the loading or discharge port.
 292 Charterers shall have the right to require the Vessel to load and discharge
 293 during the night, unless loading or discharging at night is prohibited by law or
 294 regulation at the loading or discharge port.
- 295 7.3 Subject as provided elsewhere in this Charter:-



296 7.3.1 laytime for the purposes of loading shall not commence before 0600
 297 hours local time on the Commencement Date stated in Section G of PART
 298 1, unless with Charterers' prior agreement in writing, in which event
 299 laytime shall commence when the Vessel commences loading. If the
 300 Vessel, with Charterers' prior agreement in writing, has commenced
 301 loading prior to 0600 hours local time on the Commencement Date, then
 302 the time from the commencement of loading to 0600 hours local time on
 303 the Commencement Date shall constitute additional laytime.

304 7.3.2 Laytime or, if the Vessel is on demurrage, demurrage shall commence, at
 305 each loading and each discharge port, upon the expiry of six (6) hours
 306 after a valid NOR has become effective as determined under Clause 6.3,
 307 berth or no berth, or when the Vessel commences loading, or
 308 discharging, whichever first occurs.

309 7.3.3 Laytime or, if the Vessel is on demurrage, demurrage shall run until the
 310 cargo hoses have been finally disconnected upon completion of loading
 311 or discharging, and the Master shall procure that hose disconnection is
 312 effected promptly; provided always that if the Vessel is detained solely
 313 for the purposes of awaiting cargo documents at loadport for more than
 314 three (3) hours beyond the final disconnection of cargo hoses, laytime or
 315 if the Vessel is on demurrage, demurrage shall recommence after such
 316 period of three (3) hours and terminate upon the completion of cargo
 317 documentation. If, after completion of loading or discharging, the Vessel
 318 is required to proceed to an anchorage for Charterers' purposes, then the
 319 time spent moving from the berth to the anchorage shall not count as part
 320 of the period of three (3) hours referred to above or as laytime or, if the
 321 Vessel is on demurrage, as demurrage.

322 7.4 Charterers shall pay demurrage at the rate stated in Section J of PART 1 per
 323 running day, and pro rata for part of a running day, for all time that loading and
 324 discharging and any other time counting as laytime exceeds laytime under this
 325 Clause 7. If, however, demurrage is incurred by reason of the causes specified
 326 in Clause 17, the rate of demurrage shall be reduced to one-half of the rate
 327 stated in Section J of PART 1 per running day, or pro rata for part of a running
 328 day, for demurrage so incurred.

329 8. CARGO TRANSFERS

330 8.1 Charterers shall have the option of transferring the whole or part of the cargo
 331 (which shall include topping-off and lightening) to or from any other vessel
 332 including, but not limited to, an ocean-going vessel, barge and/or lighter (the
 333 "Transfer Vessel"). Such transfers may take place at an In-port Transfer
 334 Position, an Additional Port Transfer Position and/or a Transshipment Area,
 335 which terms shall have the following meanings when used in this Charter:-

336 8.1.1 "In-port Transfer Position":-
 337 A position within a nominated loading or discharge port within the
 338 Ranges stated in Sections E and F of PART 1 where part of the cargo is
 339 transferred to or from a Transfer Vessel, provided that cargo operations
 340 other than transfers to or from Transfer Vessels also take place within
 341 this port.

342 8.1.2 "Additional Port Transfer Position":-
 343 A position at a port in the Ranges stated in Sections E and F of PART 1, or
 344 en route thereto, where part of the cargo is transferred to or from a
 345 Transfer Vessel, provided that the only cargo operations taking place at
 346 this port are transfers to or from Transfer Vessels, but the position is not
 347 the first or sole loading position or last or sole discharge position under
 348 this Charter.



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8.1.3 "Transshipment Area":

A position at a port in the Ranges stated in Sections E and F of PART 1, where the whole or part of the cargo is transferred to or from a Transfer Vessel, provided that the only cargo operations taking place at this port are transfers to or from Transfer Vessels, and the position is the first or sole loading position or last or sole discharge position under this Charter.

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All transfers of cargo to or from Transfer Vessels shall be carried out in accordance with the recommendations set out in the latest edition of the "TCS/OCIMF Ship to Ship Transfer Guide (Petroleum)". Owners undertake that the Vessel and her crew shall comply with such recommendations, and similarly Charterers undertake that the Transfer Vessel and her crew shall comply with such recommendations. Charterers shall provide and pay for all necessary equipment including suitable fenders and cargo hoses. Charterers shall have the right, at their expense, to appoint supervisory personnel to attend on board the Vessel, including a mooring master, to assist in such transfers of cargo.

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8.2 In-port Transfer Position.

An In-port Transfer Position shall not constitute an additional loading or discharge port for the purposes of calculating freight and the freight rate for the voyage shall be the same as if no cargo transfer at such In-port Transfer Position had taken place. If the Vessel moves from an In-port Transfer Position to berth, or vice versa, such movement shall not be deemed to constitute shifting under Clause 5. Charterers shall reimburse Owners for any additional port costs incurred by Owners in complying with Charterers' instructions under this Clause 8.2.

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Subject to the exceptions and exclusions of laytime and/or demurrage found elsewhere in this Charter, including but not limited to those under Clauses 17 and 18, the time used at an In-port Transfer Position shall count as laytime or, if the Vessel is on demurrage, as demurrage. If an In-port Transfer Position is the first position at which loading or discharge takes place within that port then laytime shall commence in accordance with Clauses 7.3.1 and 7.3.2. If an In-port Transfer Position is the last position at which loading or discharge takes place within that port then laytime shall end when unmooring has been completed and fenders have been removed from the Vessel.

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8.3 Additional Port Transfer Position.

Except for the purposes of calculating laytime and/or demurrage, the Additional Port Transfer Position shall not constitute an additional loading or discharge port and the freight rate for the voyage shall be the same as if no cargo transfer at such Additional Port Transfer Position had taken place.

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Subject to the exceptions and exclusions of laytime and/or demurrage found elsewhere in this Charter (save that the provisions of Clause 18.1 shall not apply to this Clause 8.3), the time used at an Additional Port Transfer Position shall count as laytime or, if the Vessel is on demurrage, as demurrage. Laytime or, if the Vessel is on demurrage, demurrage, shall commence when a valid NOR has been tendered at the Additional Port Transfer Position and has become effective as determined under Clause 6.3, and shall end when unmooring has been completed and fenders have been removed from the Vessel. For this purpose Charterers shall not have the benefit of the period of six (6) hours provided in Clause 7.3.2.

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Any additional period by which the steaming time taken to reach the next loading or discharge port via an Additional Port Transfer Position exceeds the time that should have been taken had the Vessel proceeded to the next port



402 directly shall count as laytime or, if the Vessel is on demurrage, as demurrage.
403 Such additional period shall be the time required for the Vessel to steam the
404 additional distance at the average speed actually achieved by the Vessel during
405 the voyage or the Charter Speed as stated in Section B.25 of PART 1, whichever
406 is the higher.

407 Charterers shall pay Owners for additional bunkers consumed for steaming the
408 additional distance at the price paid by Owners, net of all discounts and
409 rebates, for the last bunkers lifted.

410 Charterers shall reimburse Owners for any additional port costs incurred by
411 Owners in complying with Charterers' instructions under this Clause 8.3.



412 8.4 Transshipment Area.
 413 A Transshipment Area shall be deemed to be a port for the purposes of
 414 calculating freight and the freight rate for the voyage shall be the rate as
 415 published in Worldscale for the relevant Transshipment Area. If a rate is not
 416 already published for the relevant Transshipment Area the rate shall be the rate
 417 determined by Worldscale on the application of either party.

418 Subject to the exceptions and exclusions of laytime and/or demurrage found
 419 elsewhere in this Charter, including but not limited to those under Clauses 17
 420 and 18, the time used at a Transshipment Area shall count as laytime or, if the
 421 Vessel is on demurrage, as demurrage. Laytime or, if the Vessel is on
 422 demurrage, demurrage, shall commence and end in accordance with Clause 7.3.

423 9. DOCUMENTATION

424 9.1 Owners undertake that for the duration of this Charter the Vessel shall have on
 425 board all such valid documentation as may, from time to time, be required to
 426 enable the Vessel to enter, carry out all required operations at, and leave,
 427 without let or hindrance, all ports to which the Vessel may be directed under
 428 the terms of this Charter and Owners hereby expressly undertake that:-

429 9.1.1 they shall be responsible for any loss, damage, delay, cost or expense;
 430 and

431 9.1.2 time shall not count as laytime or, if the Vessel is on demurrage, as
 432 demurrage, during any period in which the Vessel is not fully and freely
 433 available to Charterers,

434 as a result of action, or the threat thereof, taken against her by any government,
 435 government organisation, competent authority, person or organisation, owing
 436 to her flag, failure to have on board valid documentation as aforesaid or any
 437 dispute relating to the wages, or crew employment policy of Owners or to the
 438 condition of the Vessel or her equipment.

439 10. DRUGS AND ALCOHOL POLICY

440 10.1 Owners undertake that they have, and shall maintain for the duration of this
 441 Charter, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D
 442 & A Policy") that meets or exceeds the standards in the OCIMF Guidelines for
 443 the Control of Drugs and Alcohol Onboard Ship 1995 as amended from time to
 444 time.

445 10.2 Owners shall exercise due diligence to ensure that the D & A Policy is
 446 understood and complied with on and about the Vessel. An actual impairment,
 447 or any test finding of impairment, shall not in and of itself mean that Owners
 448 have failed to exercise due diligence.

449 10.3 Owners undertake that to the best of their knowledge, information and belief,
 450 having made due inquiry, neither the Master, nor any officer or crew member
 451 has any un-spent convictions whatsoever concerning drug or alcohol abuse.

452 11. CLEANING OF VESSEL'S TANKS, PUMPS AND PIPELINES

453 Without prejudice to Clause 1, Owners shall exercise due diligence to ensure that the
 454 Vessel presents for loading with her tanks, pumps and pipelines properly cleaned to
 455 the satisfaction of any inspector appointed by or on behalf of Charterers and ready for
 456 loading the cargo described in Sections C and D of PART 1. Any time used to clean
 457 tanks, pumps and pipelines to Charterers' inspector's satisfaction shall not count as





458 laytime or, if the Vessel is on demurrage, as demurrage and shall, together with any
459 costs incurred in the foregoing operations, be for Owners' account.

460 12. INERT GAS SYSTEM ("IGS")

461 12.1 Owners undertake that the Vessel is equipped with a fully functional IGS which
462 is in full working order, and is or is capable of being fully operational on the
463 date hereof and that they shall so maintain the IGS for the duration of this
464 Charter, and that the Master, officers and crew are properly qualified (as
465 evidenced by appropriate certification) and experienced in, the operation of the
466 IGS. Owners further undertake that the Vessel shall arrive at the loading port
467 with her cargo tanks fully inerted and that such tanks shall remain so inerted
468 throughout the voyage and the subsequent discharging of the cargo. Any time
469 lost owing to deficient or improper operation of the IGS shall not count as
470 laytime or, if the Vessel is on demurrage, as demurrage.

471 12.2 The Vessel's IGS shall fully comply with Regulation 62, Chapter II-2 of the
472 SOLAS Convention 1974 as modified by its Protocol of 1978 and any
473 subsequent amendments and Owners undertake that the IGS shall be operated
474 by the Master, officers and crew in accordance with the operational procedures
475 as set out in the IMO publication entitled "Inert Gas Systems" (IMO 860E) as
476 amended from time to time.

477 12.3 If Charterers so require, Owners shall arrange for the Vessel's tanks to be de-
478 pressurised to facilitate gauging and sampling or to be de-inerted or gas freed to
479 facilitate inspection, in each case in accordance with the operational procedures
480 referred to in Clause 12.2. Any time taken to de-pressurise, gauge, sample and
481 re-pressurise, or to de-inert or gas free, inspect and re-inert thereafter shall
482 count as laytime or, if the Vessel is on demurrage, as demurrage.

483 13. CLOSED CARGO OPERATIONS

484 13.1 Owners undertake that the Vessel complies with, and shall be operated for the
485 duration of this Charter in accordance with, the recommendations regarding
486 closed loading and closed discharging operations as set out in the 1996 Edition
487 of ISGOTT as amended from time to time.

488 13.2 If the Vessel has closed sampling equipment, such equipment shall be used,
489 when appropriate, during this Charter.

490 14. ONLY RESIDUES/CLEAN BALLAST

491 14.1 The Vessel shall arrive at the loading port with clean ballast as defined in
492 Regulation 1 (16) of Regulations for the Prevention of Pollution by Oil in Annex
493 1 of MARPOL unless otherwise agreed. Owners shall instruct the Master to
494 retain on board all oily residues of a persistent nature remaining in the Vessel
495 from the previous cargo. The Master shall, during tank washing, collect the
496 resultant slops into one cargo tank and after maximum separation of the free
497 water, discharge the water so separated overboard. Upon completion of this
498 operation the Master shall notify Charterers by telex of the origin and estimated
499 tonnage of the slops remaining in the said cargo tank, giving a separate
500 estimated quantity for both oil and water. The Master shall further advise
501 whether during deballasting operations it will be necessary to transfer any
502 quantity of ballast water into the cargo tank containing slops. The Master shall
503 minimise the quantity of water retained which in any event shall not exceed
504 0.15% of the Vessel's current summer deadweight tonnage. In discharging all
505 water separated as aforesaid the Master shall comply with the requirements of
506 the International Convention for the Prevention of Pollution from Ships 1973, as
507 amended by its Protocol of 1978 (MARPOL 73/78), insofar as these do not
508 conflict with any applicable law.



- 509 14.2 Upon the Vessel's arrival at the loading port the Master, in conjunction with
 510 cargo suppliers, shall arrange for the quantity of all segregated slops to be
 511 measured (inclusive of any ballast water) and shall make a note in the Vessel's
 512 ullage record of the quantity so measured. The Master shall provide Charterers
 513 with a slops certificate countersigned by a Terminal representative.
- 514 14.3 Without prejudice to the provisions of Clause 3.2 Charterers shall be entitled to
 515 instruct Owners to load the cargo on top of slops from previous voyages and to
 516 discharge such slops together with the cargo loaded hereunder, in which case
 517 freight shall be paid under Clause 31 at 50% of the Freight Rate stated in Section
 518 H of PART 1 on the net oil quantity of slops, up to a tonnage equivalent to 1%
 519 of the Vessel's summer deadweight; otherwise no freight shall be payable on
 520 slops. Notwithstanding the foregoing, if the provision for freight for the voyage
 521 is on a lump sum basis then Charterers shall have no liability to pay freight on
 522 slops. Irrespective of whether Charterers exercise their right to determine the
 523 disposal of slops, nothing herein shall give, or be construed as giving, Owners
 524 permission to contravene any applicable laws, conventions or regulations
 525 regarding the discharge of slops or oily residues. If Charterers instruct Owners
 526 to discharge slops ashore at a loading port where slop reception facilities are
 527 available, the time used for discharging slops shall not count against laytime or,
 528 if the Vessel is on demurrage, as demurrage and all expenses incurred shall be
 529 for Owners' account.
- 530 If a Terminal representative insists that ballast is discharged ashore and, as a
 531 result thereof, a freight differential in Worldscale applies, Charterers shall not
 532 be liable to pay the freight differential but, in lieu thereof, shall reimburse
 533 Owners in respect of the cost actually incurred by them, upon receipt by
 534 Charterers of full supporting documentation from Owners. Charterers shall
 535 only be liable to reimburse Owners for quantities of ballast discharged up to a
 536 maximum equivalent to 30% of the Vessel's current summer deadweight.
- 537 14.4 Charterers shall have no liability to pay deadfreight to Owners pursuant to this
 538 Clause 14 unless Charterers have initially instructed Owners to load the cargo
 539 on top of slops but have subsequently instructed Owners to keep slops
 540 segregated.
- 541 15. AGENCY
- 542 Charterers shall nominate Agents at loading and discharge ports but such Agents shall
 543 be employed, instructed and paid by Owners.
- 544 16. CANCELLATION
- 545 16.1 Time shall be of the essence in relation to the arrival of the Vessel at the first
 546 loading port under this Charter. Owners undertake to advise Charterers
 547 promptly if at any time Owners or the Master have reason to believe that the
 548 Vessel may not arrive at the first loading port by the Cancelling Date stated in
 549 Section G of PART 1 or by any new cancelling date determined under this
 550 Clause 16.
- 551 16.2 If the Vessel is not ready to load by the Cancelling Date stated in Section G of
 552 PART 1 or by any new cancelling date determined under this Clause 16
 553 Charterers shall have the option of cancelling this Charter which option shall be
 554 exercisable within forty-eight (48) hours after the Cancelling Date or any new
 555 cancelling date determined under this Clause 16.
- 556 16.3 If at any time it appears to Charterers that the Vessel's arrival at the first loading
 557 port will be delayed beyond the Cancelling Date, or beyond any new cancelling
 558 date determined under this Clause 16, Charterers may require Owners to notify



559 Charterers in writing of the date and time that they expect the Vessel to be
560 ready to load. In such case, Owners shall provide such information in writing
561 within twelve (12) hours of Charterers' request.

562 If the date and time so notified by Owners falls after the Cancelling Date then
563 Charterers shall have the option of cancelling this Charter which option shall be
564 exercisable within ninety-six (96) hours (Sundays and holidays excepted) of
565 receipt of the said notice from Owners or within forty-eight (48) hours after the
566 Cancelling Date, whichever is earlier.

567 If Charterers do not exercise their option to cancel this Charter then the new
568 cancelling date for the purpose of this Clause 16 shall be twelve (12) hours after
569 the date and time notified by Owners, or such other date and time as may be
570 mutually agreed.

571 16.4 If Owners fail, or fail timeously, to respond in writing to Charterers when
572 required to do so under Clause 16.3, Charterers shall have the option of
573 cancelling this Charter, which option shall be exercisable within ninety-six
574 (96) hours (Sundays and holidays excepted) after the period allowed for
575 Owners' response under Clause 16.3.

576 16.5 Whether or not Charterers exercise their option to cancel this Charter shall be
577 entirely without prejudice to any claim for damages which Charterers may have
578 in respect of the Vessel not being ready to load by the Cancelling Date stated in
579 Section G of PART 1 or by any new cancelling date determined under this
580 Clause 16.

581 16.6 Where the Vessel arrives after the Cancelling Date, or if the Vessel arrives by or
582 after any new cancelling date determined under this Clause 16, laytime shall
583 commence either when the Vessel commences loading or twenty-four (24) hours
584 after tendering of a valid NOR that has become effective under Clause 6.3,
585 whichever first occurs. However, where the arrival of the Vessel after the
586 Cancelling Date, or after the new cancelling date as the case may be, results
587 solely from Charterers' instructions under Clause 22.1, laytime shall commence
588 in accordance with the provisions of Clauses 7.3.1 and 7.3.2.

589 17. HALF LAYTIME/HALF DEMURRAGE/FORCE MAJEURE

590 Any delay arising from adverse tidal conditions which could not reasonably have
591 been predicted, adverse weather, adverse sea state conditions, blockage of access to a
592 port due to casualty or wreck, fire, explosion, breakdown or failure of equipment,
593 plant or machinery in or about any loading or discharge port, Act of God, act of war,
594 labour dispute, strike, riot, civil commotion, or arrest or restraint of princes, rulers or
595 peoples shall count as one half laytime or, if the Vessel is on demurrage, at one half
596 of the demurrage rate provided always that the cause of the delay was not within the
597 reasonable control of Charterers or Owners, as the case may be, or their respective
598 servants or agents.

599 18. SUSPENSION OF LAYTIME/DEMURRAGE

600 18.1 Time shall not count against laytime or, if the Vessel is on demurrage, as
601 demurrage when spent or lost:-

602 18.1.1 on an inward passage, including awaiting daylight, tide, opening of
603 locks, pilot or tugs or moving from an anchorage, even if topping
604 off and/or lightening has taken place at that anchorage, until the
605 Vessel is securely moored and the Vessel's gangway, if it is to be
606 used, is in place at the berth or other loading or discharge port as
607 ordered by Charterers;



- 608 18.1.2 on an outbound passage to an In-port Transfer Position, which
 609 passage shall be deemed to commence upon the disconnection of
 610 cargo hoses and end upon the Vessel's arrival at such In-port
 611 Transfer position; or
- 612 18.1.3 as a result of a labour dispute, or strike, involving tugs or pilots.
- 613 18.2 Nor shall time count against laytime or, if the Vessel is on demurrage, as
 614 demurrage when spent or lost:-
- 615 18.2.1 as a result, whether directly or indirectly, of breakdown, defect,
 616 deficiency or inefficiency of, or other cause attributable to, the
 617 Vessel, Master, officers, crew, Owners or their servants or agents;
- 618 18.2.2 as a result of a labour dispute, or strike, involving the Master,
 619 officers or crew of the Vessel;
- 620 18.2.3 in, or in connection with, the handling of ballast unless this is
 621 carried out concurrently with loading or discharging of cargo such
 622 that no loss of time is involved;
- 623 18.2.4 in, or in connection with, the discharging of slops unless the
 624 discharging is carried out concurrently with loading or discharging
 625 of cargo such that no loss of time is involved; or
- 626 18.2.5 in cleaning tanks, pumps and pipelines under Clause 11.
- 627 18.3 Nothing contained in this Clause 18 shall be affected by the provisions of
 628 Clause 38.
- 629 **19. PART A. LOADING AND DISCHARGE OF CARGO**
- 630 19.1 For the purposes of this Clause 19:-
- 631 "full cargo" shall mean the quantity of cargo stated in Section C of PART
 632 1 or the total cargo actually loaded as ascertained by adding
 633 together the quantities of cargo loaded under each Bill of
 634 Lading issued under this Charter, whichever is the greater;
- 635 "part cargo" shall mean either the total cargo actually loaded, if less than
 636 the quantity stated in Section C of PART 1, or the quantity of
 637 each parcel loaded or discharged separately, as the context
 638 may require;
- 639 "bulk discharge" shall mean the period of time taken by the Vessel to
 640 discharge the full cargo or part cargo, as the case may be,
 641 excluding any time during which only tank stripping and/or
 642 crude oil washing operations are being performed.
- 643 19.2 The cargo shall be pumped into the Vessel at the expense and risk of Charterers
 644 and pumped out of the Vessel at the expense and risk of Owners, in each case
 645 only as far as the Vessel's manifold.
- 646 Owners shall, if requested, make available the personnel, equipment and
 647 facilities on board the Vessel which are required for the connection and
 648 disconnection of hoses for loading and discharging. Any delay resulting from
 649 the failure by Owners to provide such personnel, equipment and facilities shall
 650 not count as laytime or, if the Vessel is on demurrage, as demurrage. The
 651 Master may require shore supervision of, and approval for, the connection and
 652 disconnection of hoses.



- 19.3 Owners undertake that:-
- 19.3.1 the Vessel shall load cargo at the maximum safe rate and in any event shall load a full cargo within a maximum period of twenty-four (24) hours, or pro-rata in the case of a part cargo, provided always that the cargo is capable of being supplied within such time; and
- 19.3.2 the Vessel shall discharge cargo at the maximum safe rate and in any event shall, in the case of cargoes of one or more segregated grades/parcels discharged concurrently or consecutively, discharge a full cargo within twenty-four (24) hours, or pro rata in the case of a part cargo, or shall maintain a minimum discharge pressure of seven (7) bar at the Vessel's manifold throughout the bulk discharge provided always that the cargo is capable of being received within such time or at such pressure. If restrictions are imposed by the Terminal during discharge, or if physical attributes of the Terminal restrict the discharge rate or pressure, Owners shall only be relieved of the aforesaid obligation for the period and to the extent such restrictions or attributes impede the discharge rate or pressure. The Terminal shall have the right to gauge discharge pressure at the Vessel's manifold.
- 19.4 Any additional time used as a result of the inability of the Vessel to discharge the full cargo within twenty-four (24) hours, or pro rata in the case of a part cargo, or to maintain a minimum discharge pressure of seven (7) bar at the Vessel's manifold throughout the discharge or failure by the Vessel to meet any lesser performance required pursuant to a restriction imposed by the Terminal, shall be for Owners' account and shall not count as laytime or, if the Vessel is on demurrage, as demurrage.
- 19.5 In the case of multiple grades of cargoes where the total time taken to discharge the full cargo is in excess of twenty-four (24) hours (or pro rata in the case of a part cargo) and the Vessel fails to maintain a minimum discharge pressure of seven (7) bar throughout the discharge, each grade carried will be assessed separately as follows:-
- 19.5.1 The twenty-four (24) hours' allowance (pro rated in the case of a part cargo) plus the appropriate crude oil washing allowance, if any, calculated in accordance with Clause 19.8, shall be apportioned to each grade, which is discharged consecutively, in the ratio that the quantity of that grade discharged bears to the total quantity of all grades of cargo discharged consecutively. This ratio shall be calculated by dividing the quantity of each grade that is discharged consecutively by the aggregate bill of lading quantities for all grades discharged consecutively. For the purposes of this apportionment, where two (2) or more grades are discharged concurrently, the quantities so discharged shall be aggregated and treated as one grade.
- 19.5.2 The allowance apportioned to each grade pursuant to Clause 19.5.1 shall then be offset against the total time actually taken to discharge that grade. Any excess time will not count against used laytime or, if the Vessel is on demurrage, as demurrage. However, if the Vessel maintains a minimum discharge pressure of seven (7) bar throughout the bulk discharge of a particular grade then the time taken to discharge that grade will count in full against used laytime or, if the Vessel is on demurrage, as demurrage.



- 705 19.6 If the full cargo cannot be delivered to the Vessel at the rate requested by the
 706 Master or within the time allowed in Clause 19.3.1 or if the Terminal is unable
 707 to receive the full cargo within twenty-four (24) hours or at a discharge pressure
 708 of seven (7) bar measured at the Vessel's manifold, the Master shall present a
 709 Note of Protest ("NOP") to a Terminal representative detailing any Terminal
 710 restrictions and/or deficiencies as soon as they are imposed and/or become
 711 apparent and shall use all reasonable endeavours to have the NOP signed by
 712 the Terminal representative. If the Master is unable to obtain a signature from
 713 the Terminal representative he shall present a further NOP recording the failure
 714 of the Terminal representative to sign the original NOP. In the case of
 715 restrictions imposed by the Terminal or arising from physical attributes of the
 716 Terminal, the Master shall ensure that such restrictions are clearly recorded in
 717 the Vessel's Pumping Log.
- 718 19.7 No claim by Owners in respect of additional time used in the cargo operations
 719 carried out under this Clause 19 shall be considered by Charterers unless it is
 720 accompanied by the following supporting documentation:-
- 721 19.7.1 the Vessel's Pumping Log signed by a senior officer of the Vessel
 722 and a Terminal representative showing at hourly intervals the
 723 pressure maintained at the Vessel's manifold throughout the cargo
 724 operations; and
- 725 19.7.2 copies of all NOPs issued, or received, by the Master in connection
 726 with the cargo operations; and
- 727 19.7.3 copies of all other documentation maintained by those on board
 728 the Vessel or by the Terminal in connection with the cargo
 729 operations.
- 730 19. PART B. CRUDE OIL WASHING AND STRIPPING
- 731 19.8 Owners undertake that the Vessel is equipped with a fully functional Crude Oil
 732 Washing System and that the officers and crew are properly qualified (as
 733 evidenced by appropriate certification) and experienced in the operation of
 734 such system. Whilst Charterers may instruct Owners to carry out additional
 735 crude oil washing in all tanks that contained the cargo the Master shall, in any
 736 event, arrange for crude oil washing of the cargo tanks at the discharge port to
 737 the MARPOL minimum standard, as set out in the Vessel's Crude Oil Washing
 738 Operation and Equipment Manual.
- 739 When the Vessel carries out crude oil washing to the MARPOL minimum
 740 standard, in the absence of instructions from Charterers to carry out additional
 741 crude oil washing, there shall be no increase in the time allowed for discharge
 742 of the cargo. If Charterers instruct Owners to carry out additional crude oil
 743 washing then the period referred to in Clauses 19.3.2 or 19.5, as the case may
 744 be, shall be increased by twenty-five per cent (25%).
- 745 Owners shall carry out crude oil washing concurrently with discharge of the
 746 cargo and the Master shall provide a crude oil washing log identifying each
 747 tank washed, and stating whether such tank has been washed to the MARPOL
 748 minimum standard or has been the subject of additional crude oil washing.
- 749 19.9 Owners shall, provided always that the Vessel maintains a minimum discharge
 750 pressure of seven (7) bar during bulk discharge or meets such lesser
 751 performance required pursuant to a restriction imposed by the Terminal or
 752 arising from physical attributes of the Terminal, be allowed a period of not
 753 more than two (2) hours per segregated grade/parcel for final draining and
 754 stripping purposes unless such final draining and stripping is carried out

758	PUMPING ASSESSMENT - EXAMPLE		
759	3 GRADES		
760	(1) Fuel Oil	35,000	B/L < 7 BAR
761	COW (2) Arab Heavy	40,000	B/L < 7 BAR
762	COW (3) Arab Light	45,000	B/L ≥ 7 BAR

764	(1)	00.00 1 ST June	11.50 1 ST June	
765		11.50 1 ST June	12.00 1 ST June	Change Grade

766	(2)	12.00 1 ST June	04.50 2 ND June	
767		04.50 2 ND June	05.00 2 ND June	Change Grade

770		Hrs	mins	
771	Grade (1) <u>35,000 MT</u>			
772	120,000 MT X 24 Hours	07	00	Time Allowed
773		11	50	Time Taken
774	(A) Excess	04	50	<7 BAR

775	Grade (2) <u>40,000 MT</u>				
776	120,000 MT X 30 Hours	10	00	Time Allowed	
777		<u>16</u>	<u>50</u>	Time Taken	
778	(B) Excess	06	50	< 7 BAR	

779	Grade (3) <u>45,000 MT</u>			
780	120,000 MT X30 Hours	11	15	Time Allowed
781		<u>15</u>	<u>00</u>	Time Taken
782	(C) Excess	00	00	≥7 BAR

784		Hrs	Mins
785	Total Excess Pumping Time =		
786	(A) + (B) + (C)	<u>11</u>	<u>40</u>

788 20.1 Charterers shall be discharged and released from all liability in respect of any
789 claim for demurrage, deviation or detention which Owners may have under this
790 Charter unless a claim in writing has been presented to Charterers, together
791 with all supporting documentation substantiating each and every constituent
792 part of the claim, within ninety (90) days of the completion of discharge of the
793 cargo carried hereunder.

801 21. SLACK TANKS/EVEN KEEL



- 802 21.1 Notwithstanding the provisions of Clause 31, if Charterers are unable to supply
 803 the quantity of cargo stated in Section C of PART 1 the Vessel shall not be
 804 required to proceed to sea until such of her tanks are filled as will place her in
 805 a seaworthy condition, and freight shall be paid as if the Vessel had loaded the
 806 quantity of cargo stated in Section C of PART 1.
- 807 21.2 If for any reason the Vessel is unable to trim to even keel for arrival at a
 808 discharge port Owners shall notify Charterers by telex stating the Vessel's
 809 expected arrival draught forward and aft. Such notification shall be given as
 810 soon as practicable after Owners have received Charterers' Voyage Orders and
 811 no later than the Vessel's departure from the loading port.



812 22. REVISED CHARTERERS' VOYAGE ORDERS FOR LOADING OR DISCHARGE PORTS

813 22.1 If at any time after the date of this Charter, Charterers, notwithstanding that they
814 may have nominated a loading or discharge port, wish to issue revised
815 Charterers' Voyage Orders and instruct Owners to stop and/or divert the Vessel
816 to an alternative port within any Ranges stated in Section E or F of PART 1, or
817 cause her to await orders at one or more locations, Owners shall issue such
818 revised instructions to the Master as are necessary to give effect to such revised
819 Charterers' Voyage Orders and the Master shall comply with such revised
820 instructions as soon as the Vessel is free of any previous charter commitments.

821 22.2 If-

822 22.2.1 solely by reason of Owners' compliance with such revised
823 Charterers' Voyage Orders, the Vessel suffers delay causing her to
824 arrive at the nominated port after the Cancelling Date stated in
825 Section G of PART 1 or any new cancelling date determined under
826 Clause 16.1, then the Cancelling Date or the new cancelling date,
827 as the case may be, shall be extended by the period of such delay.

828 22.2.2 the Vessel arrives at the nominated port after the Commencement
829 Date stated in Section G of PART 1, then any period during which
830 the Vessel has been awaiting orders prior to her arrival, less any
831 time by which the Vessel's arrival at the nominated port would, but
832 for Charterers' instructions to await orders, have preceded the
833 Commencement Date, shall count as laytime or, if the Vessel is on
834 demurrage, as demurrage.

835 22.2.3 the Vessel is, after loading, instructed by Owners to stop and await
836 orders at Charterers' request then all time spent by the Vessel
837 awaiting orders shall count as laytime or, if the Vessel is on
838 demurrage, as demurrage.

839 22.3 Any additional period by which the steaming time taken to reach the alternative
840 port exceeds the time that should have been taken had the Vessel proceeded to
841 such port directly shall count as laytime or, if the Vessel is on demurrage, as
842 demurrage. Such additional period shall be the time required for the Vessel to
843 steam the additional distance at the average speed actually achieved by the
844 Vessel during the voyage or the Charter Speed as stated in Section B.25 of
845 PART 1, whichever is the higher. Charterers shall pay Owners for additional
846 bunkers consumed for steaming the additional distance at the price paid by
847 Owners, net of all discounts or rebates, for the last bunkers lifted.

848 23. VESSEL/CARGO INSPECTIONS/BUNKER SURVEYS

849 23.1 Charterers shall be entitled to cause their representative (which term includes
850 any independent surveyor appointed by Charterers) to carry out inspections of
851 the Vessel and/or observe cargo operations and/or ascertain the quantity and
852 quality of the cargo, water and residues on board, including the taking of cargo
853 samples, inspection and copying of the Vessel's logs, documents and records
854 (which shall include the personal notes of the crew, the rough log book and
855 computer generated data) at any loading and/or discharge port. Charterers'
856 representative may also conduct any of the aforementioned operations at or off
857 any other port to which Charterers may require the Master to divert the Vessel
858 at any time after leaving any loading port. Charterers shall obtain the consent
859 of the owners of any cargo on board at the time before requiring the Vessel to
860 be diverted.



- 861 Charterers' representative shall be entitled to survey, and take samples from,
 862 any or all of the Vessel's cargo tanks, bunker fuel tanks and non-cargo spaces
 863 at any place referred to above.
- 864 23.2 Charterers' exercise of, or failure to exercise, any of their rights under the
 865 foregoing provisions shall be entirely without prejudice to the respective rights
 866 and obligations of the parties.
- 867 23.3 Any delay arising solely as a result of any inspection, survey or sampling under
 868 Clause 23.1 shall count as laytime or, if the Vessel is on demurrage, as
 869 demurrage.
- 870 23.4 Any delay arising from instructions from Charterers to Owners to divert the
 871 Vessel shall be calculated by reference to the additional period by which the
 872 steaming time taken to reach the next loading or discharge port exceeds the
 873 time that would have been taken had the Vessel proceeded to such port directly
 874 and Owners shall be compensated for such delay and bunkers consumed for
 875 steaming during such additional period in accordance with the provisions of
 876 Clause 22.3.
- 877 23.5 Charterers shall also reimburse Owners in respect of port expenses reasonably
 878 incurred solely by reason of Charterers' instructions to divert the Vessel.
- 879 **24. MAINTENANCE OF CARGO TEMPERATURE**
- 880 Charterers shall have the right to instruct Owners to maintain the loaded temperature
 881 of the cargo up to a maximum of 60°C. Owners undertake that the Vessel is capable
 882 of maintaining the cargo temperature up to 60° throughout the laden voyage and
 883 discharge of the cargo and that the Master shall advise Charterers, daily at noon local
 884 time, of the temperature of such cargo in each of the Vessel's tanks. If the Vessel fails
 885 to maintain the required temperature Owners shall be responsible for any resulting
 886 loss, damage, cost or expense incurred by Charterers (including, without limitation,
 887 any requirement that the Vessel must vacate the berth) and any time lost thereby shall
 888 not count as laytime or, if the Vessel is on demurrage, as demurrage.
- 889 **25. CARGO HEATING**
- 890 Charterers shall have the right to instruct Owners to raise the temperature of the cargo
 891 above the loaded temperature up to a maximum temperature of 60°C in each of the
 892 Vessel's cargo tanks provided always that the length of the voyage is such as to permit
 893 the temperature rise required. In such case the Master shall advise Charterers daily, at
 894 noon local time, of the temperature of the cargo in each of the Vessel's tanks.
 895 Charterers shall reimburse Owners for the cost of additional bunkers consumed to
 896 raise the temperature of the cargo as aforesaid. The quantity of bunkers so consumed
 897 shall be calculated in accordance with the following formulae, as substantiated by
 898 copies of the Vessel's cargo ullage and tank temperature records for the entire laden
 899 voyage, copies of which are to be provided with Owners' claim for reimbursement.
- 900 Single Hull:-
 901 Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase
 902 \times
 903 Increase in cargo temperature (°C) \times 0.0001
- 904 Double Hull:-
 905 Bunkers consumed (MT) = Quantity of cargo (MT) subject to temperature increase
 906 \times
 907 Increase in cargo temperature (°C) \times 0.00007
- 908 The price for the additional bunkers consumed shall be the price paid by Owners, net
 909 of all discounts or rebates, for the last bunkers lifted. Upon presentation of their



- 910 claim Owners shall provide Charterers with the invoices for the last bunkers lifted
911 and evidence of payment of same.
- 912 26. LIBERTY
- 913 The Vessel shall have liberty to sail with or without pilots, to tow or go to the
914 assistance of vessels in distress and to deviate for the purpose of saving life and
915 property, or for any other reasonable purpose.
- 916 Unless specifically agreed to the contrary by Charterers, Owners undertake that the
917 Vessel will not stop or deviate for the purpose of replenishing bunkers on a laden
918 passage.
- 919 27. TRAFFIC SEPARATION AND ROUTING
- 920 Owners shall instruct the Master to observe regulations and recommendations as to
921 traffic separation and routing as issued, from time to time, by responsible
922 organisations or regulating authorities including, but not limited to, the IMO, the UK
923 Chamber of Shipping (or equivalent), or as promulgated by the State of the flag of the
924 Vessel or the State in which management of the Vessel is exercised.
- 925 28. ICE ON VOYAGE AND ICE AT LOADING OR DISCHARGE PORTS
- 926 28.1 If on passage to the loading or discharge port the Master finds that the port is
927 inaccessible owing to ice he shall immediately request Charterers by telex to
928 revise Charterers' Voyage Orders and pending a response from Charterers the
929 Vessel shall remain outside the area of ice-bound water. Any time lost awaiting
930 such revised Charterers' Voyage Orders shall count as laytime or, if the Vessel
931 is on demurrage, as demurrage.
- 932 28.2 Upon receipt of such request Charterers shall instruct Owners to order the
933 Vessel to proceed to an alternative ice-free and accessible port within the
934 Ranges stated in Sections E and F of PART 1 and where there are facilities for
935 loading or discharging the cargo, as the case may be. In this event freight shall
936 be paid at the rate applicable under this Charter to such alternative loading or
937 discharge port. Any additional period by which the steaming time taken to
938 reach the alternative port exceeds the time that should have been taken had the
939 Vessel proceeded to such port directly shall count as laytime or, if the Vessel is
940 on demurrage, as demurrage. Such additional period shall be the time required
941 for the Vessel to steam the additional distance at the average speed actually
942 achieved by the Vessel during the voyage or the Charter Speed as stated in
943 Section B.25 of PART 1, whichever is the higher. Charterers shall pay Owners
944 for additional bunkers consumed for steaming the additional distance at the
945 price paid by Owners, net of all discounts or rebates, for the last bunkers lifted.
- 946 28.3 If, on or after the Vessel's arrival at the loading or discharge port, there is a
947 danger of her being frozen in, the Vessel shall proceed to the nearest safe and
948 ice-free position and at the same time the Master shall request Charterers by
949 telex to revise Charterers' Voyage Orders. Upon receipt of such request
950 Charterers shall instruct Owners to order the Vessel either to proceed to an
951 alternative ice-free and accessible port, within the Ranges stated in Sections E
952 and F of PART 1, where there is no danger of the Vessel being frozen in and
953 where there are facilities for loading or discharging cargo, or to return to and
954 load or discharge at the port originally nominated, or to remain at the safe and
955 ice-free position to await orders. If the Vessel is ordered to such an alternative
956 port the sums to be paid by Charterers to Owners in respect of freight,
957 additional steaming time and additional bunkers shall be calculated and
958 compensated in accordance with the provisions of Clause 28.2, but if Charterers
959 instruct Owners to load or discharge the Vessel at the port originally
960 nominated, then, subject to Clauses 7, 8, 17, 18 and 19 the whole of the time



961 from the receipt of NOR to load or discharge on the Vessel's first arrival at the
 962 port originally nominated until the cargo hoses have been disconnected after
 963 the completion of loading or discharging shall count as laytime or, if the Vessel
 964 is on demurrage, as demurrage. Any delay caused by ice at the port originally
 965 nominated after the final disconnection of the cargo hoses shall count as
 966 laytime or, if the Vessel is on demurrage, as demurrage.

967 If Charterers instruct Owners to order the Vessel to remain at the safe and ice-
 968 free position and await orders then any time lost awaiting orders shall count as
 969 laytime or, if the Vessel is on demurrage, as demurrage.

970 29. QUARANTINE

971 If Charterers require the Vessel to proceed to any port at which, at the time when the
 972 Vessel is ordered to that port, there is quarantine then time spent or lost whilst the
 973 Vessel is detained due to such quarantine shall count as laytime or, if the Vessel is on
 974 demurrage, as demurrage. However, if quarantine is subsequently declared whilst the
 975 Vessel is on passage to such port Charterers shall not be liable for any delay caused
 976 by such quarantine.

977 30. BILLS OF LADING AND INDEMNITIES

978 30.1 Bills of Lading shall be signed as Charterers direct, without prejudice to this
 979 Charter. Charterers hereby indemnify Owners:-

980 30.1.1 against all liabilities that may arise from the signing of Bills of
 981 Lading in accordance with the directions of Charterers to the extent
 982 that the terms of such Bills of Lading impose more onerous
 983 liabilities than those assumed by Owners under the terms of this
 984 Charter; and

985 30.1.2 against claims brought by holders of Bills of Lading against Owners
 986 by reason of any deviation required by Charterers under Clauses
 987 22, 23 or 28.

988 30.2 All Bills of Lading issued under this Charter shall be deemed to contain War
 989 Risks, Both-to-Blame Collision and New Jason clauses.

990 30.3 If a Bill of Lading is not available at any discharge port to which the Vessel may
 991 be ordered by Charterers under this Charter or if Charterers require Owners to
 992 deliver cargo to a party and/or at a port other than as set out in the Bills of
 993 Lading, then Owners shall nevertheless discharge such cargo in compliance
 994 with Charterers' instructions, upon presentation by the consignee nominated by
 995 Charterers ("the Receiver") of reasonable identification to the Master and in
 996 consideration of Charterers undertaking:-

997 30.3.1 to indemnify Owners (which term shall, for the purpose of this
 998 Clause, include Owners' servants and agents) and to hold Owners
 999 harmless in respect of any liability, loss, damage, cost or expense
 1000 of whatsoever nature which Owners may sustain by reason of
 1001 delivering the cargo to the Receiver in accordance with Charterers'
 1002 instructions;

1003 30.3.2 to provide Owners on demand, in the event of any proceedings
 1004 being commenced against Owners in connection with the delivery
 1005 of the cargo as aforesaid, from time to time, with sufficient funds to
 1006 defend the same;

1007 30.3.3 to provide Owners on demand with such bail or other security as
 1008 may be required if, in connection with the delivery of the cargo as



1009 aforesaid, the Vessel, or any other vessel or property belonging to
1010 Owners, should be arrested or detained or, if the arrest or
1011 detention thereof should be threatened, in order to prevent such
1012 arrest or detention, or to secure the release of such Vessel or
1013 property and to indemnify Owners in respect of any loss, damage,
1014 cost or expense caused by such arrest or detention whether or not
1015 the same be justified; and

1016 30.3.4 to produce and deliver to Owners all original Bills of Lading in
1017 respect of the cargo loaded by the Vessel as soon as same shall
1018 have arrived and/or come into the possession of Charterers
1019 whereupon Charterers' liability hereunder shall cease.

1020 The provisions of the foregoing undertakings shall be governed by English
1021 Law.

1022
1023 **31. FREIGHT RATE**

1024 31.1 The Freight Rate shall be that stated in Section H of PART 1. If the cargo
1025 quantity stated in Section C of PART 1 is a minimum quantity, then the freight
1026 payable for any cargo loaded in excess of the said minimum quantity shall,
1027 notwithstanding this Clause 31, be at the Overage rate stated in Section H of
1028 PART 1, unless a lump sum freight has been agreed in which case no Overage
1029 shall be payable. Where the Freight Rate stated in Section H of PART 1 is
1030 expressed as a percentage of Worldscale the Worldscale rate shall be the rate in
1031 force at the date of this Charter.

1032 31.2 If Charterers instruct Owners to order the Vessel to increase speed under
1033 Clause 3 the Freight Rate shall be increased as provided in Section H of PART 1
1034 for each knot of increased speed above the Charter Speed and pro rata for
1035 fractions of a knot up to the Maximum Speed. Such increase shall be calculated
1036 in accordance with the following example:

1037 Example: The Vessel proceeds at Charter Speed of 10 knots, the rate
1038 for which is Worldscale 40. After 10 days the Master is instructed to
1039 complete the voyage at 12 knots. The remainder of the voyage takes 20
1040 days. The increased speed option provides for a premium of 0.5 of a
1041 Worldscale point per knot of increased speed over Charter Speed.

1042 The freight rate for the above voyage would be calculated as follows:

$$\begin{aligned}
 1043 \quad \text{Voyage freight rate} &= \frac{(W40 \times 10 \text{ days}) + W41 \times 20 \text{ days}}{30 \text{ (total voyage days)}} \\
 1044 &= W40.67 \\
 1045 & \\
 1046 &\quad (*1 \text{ point premium for 12 knots Maximum Speed})
 \end{aligned}$$

1047 If the Vessel fails to maintain the speed ordered, due to breakdown or any
1048 other reason whatsoever beyond Charterers' control, the freight rate shall be
1049 calculated based on the average speed actually achieved by the Vessel using BP
1050 Worldwide Marine Distance Tables to assess the length of the voyage between
1051 pilot stations at the loading and discharge ports but the freight rate shall not be
1052 less than the Freight Rate at Charter Speed.

1053 31.3 If a lump sum freight is agreed for the voyage this shall be in respect of the
1054 overall voyage of the Vessel from the first loading port to the final discharge
1055 port.

1056 Charterers shall be entitled to load and discharge at additional ports within the
1057 Ranges stated in Sections E and F of PART 1. If the lump sum freight stated in
1058 Section H of PART 1 specifically includes additional loading or discharge ports
1059 or if a further lump sum payment is agreed for additional loading or discharge



1060 ports then no other payment shall, subject to Clauses 5 and 34, be made by
1061 Charterers and laytime or, if the Vessel is on demurrage, demurrage shall count
1062 in accordance with the provisions of this Charter.

1063 In the absence of any agreement in respect of lump sum freight for additional
1064 loading or discharge ports Charterers shall reimburse Owners for any
1065 additional port costs incurred by Owners in complying with Charterers'
1066 instructions. Time used at the additional ports, including time which would
1067 otherwise be excluded under Clause 18.1 (subject to the exceptions and
1068 exclusions of laytime and/or demurrage found elsewhere in this Charter,
1069 including but not limited to those under Clauses 17 and 18) shall count as
1070 laytime or, if the Vessel is on demurrage, as demurrage. Laytime, or, if the
1071 Vessel is on demurrage, demurrage shall commence upon tender of a valid NOR
1072 which has become effective as determined under Clause 6.3 and shall end when
1073 cargo hoses have been finally disconnected. The provisions of Clause 22.3 shall
1074 also apply, and reference in Clause 22.3 to the term "alternative port" shall for
1075 the purposes of this Clause 31.3 be deemed to be a reference to "additional
1076 port".

1077 31.4 Freight shall be payable immediately after completion of discharge, on the gross
1078 quantity of cargo loaded by the Vessel as evidenced by the Bills of Lading
1079 furnished by the shippers, less any sum derived from the operation of Clauses
1080 2, 32 and 33 and less any disbursements or advances made to the Master or
1081 Agents at loading and/or discharge ports, any sums payable by Owners under
1082 Clause 34, and any additional cargo insurance premium for Owners' account
1083 under Clause 35; provided that no freight shall be payable on any quantity that
1084 submerges, at any stage of the voyage, the marks appropriate under the
1085 International Load Line Convention, 1966, or any modification or amendment
1086 thereof, to the voyage to be performed under this Charter.

1087 31.5 All payments due to Owners under this Charter shall be remitted by Charterers
1088 to the account stated in Section K of PART 1.

1089 32. ADDRESS COMMISSION

1090 Charterers shall deduct 1.25% address commission from freight (including fixed and
1091 variable freight differentials), and any deadfreight and demurrage payable under this
1092 Charter.

1093 33. CARGO RETENTION

1094 33.1 If any quantity of cargo remaining on board the Vessel ("ROB") upon
1095 completion of discharge is judged by an independent surveyor appointed by
1096 Charterers to be liquid, or if Charterers can show that the ROB would have
1097 been liquid if Owners and/or the Master, officers and crew had followed
1098 Charterers' instructions for the management of the cargo, then Charterers shall
1099 be entitled to deduct from freight the value of such quantity of cargo calculated
1100 on the basis of the free on board ("FOB") value at the loading port plus freight
1101 thereon calculated in accordance with Clause 31 hereof.

1102 33.2 For the purpose of this Clause 33, any quantity of ROB shall be regarded as
1103 liquid if sampling and testing, which testing shall be performed as soon as
1104 practicable after sampling, shows the ROB to have had a dynamic viscosity of
1105 less than 600 centipoise at its temperature when sampled from the Vessel's tank
1106 or, if Charterers' heating instructions have not been complied with, at the
1107 temperature that would have been applicable in the Vessel's tank if such
1108 instructions had been complied with.

1109 Any quantity of ROB which is of insufficient depth to be sampled shall also be
1110 regarded as liquid if the independent surveyor judges it to be liquid after using

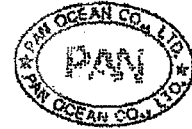


- 1111 other means of testing including, without limitation, a representative number of
1112 dips across each tank.
- 1113 33.3 The independent surveyor's findings shall be final and binding upon Owners
1114 and Charterers save for instances of arithmetical error in calculation.
- 1115 33.4 Charterers hereby agree to indemnify Owners against any liability to a Bill of
1116 Lading holder resulting from non-delivery of any such cargo in respect of which
1117 a deduction from freight is made under this Clause 33 provided always that
1118 Charterers shall under no circumstances be liable to indemnify Owners in an
1119 amount greater than the amount of freight so deducted.
- 1120 33.5 For the purpose of this Clause 33, slops shall not be included in the measured
1121 and reported liquid volume of oil on board the Vessel prior to loading.
- 1122 33.6 For the avoidance of doubt this Clause 33 refers solely to liquid cargo ROB from
1123 the cargo loaded hereunder and any measured volume of liquid oil on board
1124 the Vessel prior to loading shall be deducted from any calculation made under
1125 this Clause 33.
- 1126 **34. DUES AND OTHER CHARGES**
- 1127 34.1 If, under Sections 4 and 5 of Part B of the Preamble of Worldscales, a due or
1128 charge is expressly stated to be for the account of Owners or Charterers then
1129 such due or charge shall be payable accordingly. Dues and other charges
1130 payable by Charterers under Section 5 of Part B of the Preamble of Worldscales
1131 shall in the first instance be paid by Owners and Charterers shall reimburse
1132 Owners upon presentation of all supporting invoices by Owners.
- 1133 34.2 If freight for a voyage is not based on Worldscales but is calculated on some
1134 other basis such as, without limitation, an agreed lump sum amount or a per
1135 tonne amount, Charterers shall not be liable for any costs covered by
1136 Worldscales, under a fixed or variable freight differential (Section D of
1137 Worldscales), such costs being deemed to be included in the agreed freight.
1138 However Sections 4 and 5 of Part B of the Preamble of Worldscales shall still
1139 apply.
- 1140 34.3 If a charge is imposed upon Charterers by the owner of a berth by reason of
1141 prolonged occupation of the berth by the Vessel for reasons beyond the control
1142 of Charterers, their servants or agents then such charge shall be paid by
1143 Owners.
- 1144 **35. CARGO INSURANCE**
- 1145 Any additional premiums which may be charged by cargo underwriters on any cargo
1146 insurance in respect of the cargo carried hereunder by reason of the Vessel's age
1147 and/or condition shall be for Owners' account, and Charterers shall be entitled to
1148 deduct the cost of any such additional premium from freight payable under Clause 31.
- 1149 **36. CODING OF CARGO DOCUMENTATION - US CUSTOMS REGULATIONS**
- 1150 36.1 If Charterers require the Vessel to discharge at a port within the jurisdiction of
1151 the US Customs Service, the Master shall insert Owners' Unique Identifier on
1152 each Bill of Lading accompanying a shipment of imported cargo in accordance
1153 with US Customs Regulations (19 CFR Parts 4 and 178). Owners shall provide
1154 Charterers and Agents on request with details of their Unique Identifier in
1155 respect of any cargo carried hereunder.
- 1156 36.2 If the Master fails to insert Owners' Unique Identifier under this Clause 36
1157 Owners shall be liable for any delays resulting therefrom and any time lost



1158
1159

thereby shall not count as laytime or, if the Vessel is on demurrage, as demurrage.



1160 37. UNITED STATES COAST GUARD ("USCG") CERTIFICATE OF FINANCIAL
1161 RESPONSIBILITY/UNITED STATES COAST GUARD REGULATIONS

1162 37.1 Owners undertake that the Vessel shall carry on board a valid USCG Certificate
1163 of Financial Responsibility ("COFR") as required under the US Federal Oil
1164 Pollution Act 1990 and that for the duration of this Charter the said COFR shall
1165 be maintained in all respects valid for trading to ports in the USA. Owners
1166 further undertake that the Vessel shall carry on board copies of the Vessel's
1167 Federal Oil Spill Response Plan and any US State specific Response Plan
1168 (individually and collectively "Response Plan") that have been approved by the
1169 USCG or by the appropriate State Authority respectively and that the Master
1170 shall operate the Vessel fully in accordance with the said Response Plan.

1171 37.2 Owners undertake that the Vessel shall for the duration of this Charter either
1172 comply with all applicable USCG Regulations or carry on board appropriate
1173 waivers from the USCG if in any respect whatsoever the Vessel does not so
1174 comply.

1175 38. EXCEPTIONS

1176 38.1 The provisions of Articles III (other than Rule 8), IV, IV bis and VIII of the
1177 Schedule to the Carriage of Goods by Sea Act, 1971 of the United Kingdom shall
1178 apply to this Charter and shall be deemed to be inserted *in extenso* herein. This
1179 Charter shall be deemed to be a contract for the carriage of goods by sea to
1180 which the said Articles apply, and Owners shall be entitled to the protection of
1181 the said Articles in respect of any claim made hereunder.

1182 38.2 Charterers shall not, unless expressly provided otherwise in this Charter, be
1183 responsible for any loss, damage, cost, expense, delay or failure in performance
1184 hereunder arising or resulting from Act of God, act of war, hostilities, seizure
1185 under legal process, quarantine restrictions, labour disputes or strikes
1186 threatened or actual, riots, civil commotions, arrest or restraint of princes, rulers
1187 or people.

1188 39. WAR RISKS

1189 39.1 For the purpose of this Clause 39 the words:-

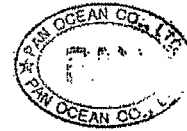
1190 "Owners" shall include the shipowners, bareboat charterers, disponent
1191 owners, managers or other operators who are charged with the
1192 management and/or operation of the Vessel, and the Master; and

1193 "War Risks" shall include any war (whether actual or threatened), act of war,
1194 civil war, hostilities, revolutions, rebellion, civil commotion,
1195 warlike operations, the laying of mines (whether actual or
1196 reported), acts of piracy, acts of terrorists, acts of hostility or
1197 malicious damage, blockades (whether imposed against all vessels
1198 or imposed selectively against vessels of certain flags or
1199 ownership, or against certain cargoes or crews or otherwise
1200 howsoever), by any person, body, terrorist or political group, of
1201 the Government of any state whatsoever, which, in the reasonable
1202 judgment of the Master and/or Owners, may be dangerous or are
1203 likely to be or to become dangerous to the Vessel, her cargo, crew
1204 or other persons on board the Vessel.

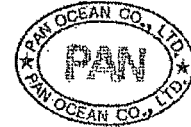
1205 39.2 If at any time before the Vessel commences loading, it appears, in the
1206 reasonable judgement of the Master and/or Owners, that performance of the
1207 contract of carriage, or any part of it, may expose, or is likely to expose, the
1208 Vessel, her cargo, crew or other persons on board the Vessel to War Risks,



- 1209 Owners may give notice to Charterers cancelling this Charter, or may refuse to
 1210 perform such part of it as may expose, or may be likely to expose, the Vessel,
 1211 her cargo, crew or other persons on board the Vessel to War Risks provided
 1212 always that if either Section E or F of PART 1 provides for a loading or
 1213 discharging Range, as the case may be, and the Vessel, her crew, other persons
 1214 on board, or cargo may be exposed, or may be likely to be exposed, to War
 1215 Risks, at the port originally nominated by Charterers, then Owners shall first
 1216 require Charterers to nominate a safe port which lies within the relevant Range,
 1217 and may only cancel this Charter if Charterers shall not have nominated such
 1218 safe port within forty-eight (48) hours of receipt of such request.
- 1219 39.3 Owners shall not be required to continue to load cargo for any voyage, or to
 1220 sign Bills of Lading for any port, or to proceed or continue on any voyage, or
 1221 on any part thereof, or to proceed through any canal or waterway, or to
 1222 proceed to or remain at any port whatsoever, where it appears, either after the
 1223 loading of the cargo commences, or at any stage of the voyage thereafter before
 1224 the discharge of the cargo is completed, that, in the reasonable judgement of the
 1225 Master and/or Owners, the Vessel, her cargo (or any part thereof), crew or
 1226 other persons on board the Vessel (or any one or more of them) may be, or are
 1227 likely to be, exposed to War Risks. If it should so appear, Owners may, by
 1228 telex, request Charterers to nominate a safe port for the discharge of the cargo
 1229 or any part thereof, and if within forty-eight (48) hours of the receipt of such
 1230 telex, Charterers shall not have nominated such a port, Owners may discharge
 1231 the cargo at any safe port of their choice. (including the loading port) in
 1232 complete fulfilment of their obligations under this Charter. Owners shall be
 1233 entitled to recover from Charterers the extra expenses of such discharge and, if
 1234 the discharge takes place at any port other than the loading port, to receive the
 1235 full freight as though the cargo had been carried to the discharge port originally
 1236 nominated. Any additional period by which the steaming time taken to reach
 1237 the port at which the cargo is discharged exceeds the time which would have
 1238 been taken had the Vessel proceeded to the original discharge port directly,
 1239 and bunkers consumed for steaming during such additional period, shall be
 1240 calculated and compensated in accordance with the provisions of Clause 22.3.
- 1241 39.4 If at any stage of the voyage after the loading of the cargo commences, it
 1242 appears, in the reasonable judgement of the Master and/or Owners, that the
 1243 Vessel, her cargo, crew or other persons on board the Vessel may be, or are
 1244 likely to be, exposed to War Risks on any part of the route (including any canal
 1245 or waterway) which is normally and customarily used in a voyage of the nature
 1246 contracted for, and there is another longer route to the discharge port, Owners
 1247 may give notice to Charterers that this route should be taken. In such case this
 1248 Charter shall be read in respect of freight and all other conditions whatsoever
 1249 as if the voyage performed were that originally designated.
- 1250 However if the Vessel discharges the cargo at a port outside the Ranges stated
 1251 in Section F of PART 1, freight shall be paid as for the voyage originally
 1252 designated and any additional period by which the steaming time taken to
 1253 reach the discharge port exceeds the time which would have been taken to
 1254 reach the originally designated discharge port directly, and bunkers consumed
 1255 for steaming during such additional period, shall be calculated and
 1256 compensated in accordance with the provisions of Clause 22.3. Any additional
 1257 port, canal or waterway expenses incurred by Owners as a result of the Vessel
 1258 discharging outside the Ranges stated in Section F of PART 1 as aforesaid shall
 1259 be for Charterers' account and Charterers shall reimburse to Owners any
 1260 amounts due under this Clause 39.4 upon receipt of Owners' invoice together
 1261 with full supporting documentation.
- 1262 39.5 The Vessel shall have liberty:-



- 1263 39.5.1 to comply with all orders, directions, recommendations or advice
 1264 as to departure, arrival, routes, sailing in convoy, ports of call,
 1265 stoppages, destinations, discharging of cargo, delivery or in any
 1266 way whatsoever which are given by the government of the state
 1267 under whose flag the Vessel sails, or other government to whose
 1268 laws Owners are subject, or any other government which so
 1269 requires, or any body or group acting with the power to compel
 1270 compliance with their orders or directions;
- 1271 39.5.2 to comply with the orders, direction or recommendations of any
 1272 war risks underwriters who have the authority to give the same
 1273 under the terms of the war risks insurance applicable to the Vessel;
- 1274 39.5.3 to comply with the terms of any resolution of the Security Council
 1275 of the United Nations, any directives of the European Community,
 1276 the effective orders of any other supranational body which has the
 1277 right to issue and give the same, and with national laws aimed at
 1278 enforcing the same to which Owners are subject, and to obey the
 1279 orders and directions of those who are charged with their
 1280 enforcement;
- 1281 39.5.4 to discharge at any other port any cargo or part thereof which may
 1282 render the Vessel liable to confiscation as a contraband carrier;
- 1283 39.5.5 to call at any other port to change the crew or any part thereof or
 1284 other persons on board the Vessel if there is good reason to
 1285 believe that they may be subject to internment, imprisonment or
 1286 other sanctions; and
- 1287 39.5.6 if cargo has not been loaded or has been discharged by Owners
 1288 under this Clause 39, to load other cargo for Owners' own benefit
 1289 and carry it to any other port or ports whatsoever, whether
 1290 backwards or forwards or in a contrary direction to the ordinary or
 1291 customary route.
- 1292 39.6 If in compliance with Clauses 39.2 to 39.5 anything is done or not done, such
 1293 shall not be deemed to be a deviation, but shall be considered as due fulfilment
 1294 by the party concerned of its obligations under this Charter.
- 1295 **40. BOTH-TO-BLAME COLLISION**
- 1296 40.1 If the liability for any collision in which the Vessel is involved while performing
 1297 this Charter falls to be determined in accordance with the laws of the USA, or
 1298 the laws of any State which applies laws similar to those applied in the USA in
 1299 the circumstances envisaged by this Clause 40, the following provision shall
 1300 apply:-
- 1301 "If the Vessel comes into collision with another vessel as a result of the
 1302 negligence of the other vessel and any act, neglect or default of the Master,
 1303 mariner, pilot or the servants of the carrier in the navigation or in the
 1304 management of the Vessel, the owners of the goods carried hereunder will
 1305 indemnify the carrier against all loss or liability to the other or non-carrying
 1306 vessel or her owners in so far as such loss or liability represents loss of, or
 1307 damage to, or any claim whatsoever of the owners of, said goods, paid or
 1308 payable by the other or non-carrying vessel or her owners to the owners of said
 1309 goods and set off, recouped or recovered by the other or non-carrying vessel or
 1310 her owners as part of their claim against the carrying vessel or carrier.



- 1311 The foregoing provisions shall also apply where the owner, operators or those
 1312 in charge of any vessel or vessels or objects other than, or in addition to, the
 1313 colliding vessels or objects are at fault in respect of collision or contact."
- 1314 40.2 Whilst Charterers shall procure that all Bills of Lading issued under this Charter
 1315 shall contain a provision in the foregoing terms, to be applicable where the
 1316 liability for any collision in which the Vessel is involved falls to be determined
 1317 under the preamble of this Clause 40, Charterers neither warrant nor undertake
 1318 that such provision shall be effective. In the event that such provision proves
 1319 ineffective Charterers shall, notwithstanding anything to the contrary herein
 1320 provided, not be obliged to indemnify Owners.
- 1321 41. GENERAL AVERAGE
- 1322 General Average shall be adjusted and settled in London in accordance with the York-
 1323 Antwerp Rules, 1994 or any modification or re-enactment thereof for the time being in
 1324 force.
- 1325 42. NEW JASON
- 1326 If, notwithstanding Clause 41, General Average is adjusted in accordance with the law
 1327 and practice of the USA, the following provision shall apply:-
- 1328 "In the event of accident, danger, damage or disaster before or after the
 1329 commencement of the voyage, resulting from any cause whatsoever, whether due to
 1330 negligence or not, for which, or for the consequence of which, the carrier is not
 1331 responsible, by statute, contract or otherwise, the cargo shippers, consignees or
 1332 owners of the cargo shall contribute with the carrier in general average to the
 1333 payment of any sacrifices, losses or expenses of a general average nature that may be
 1334 made or incurred and shall pay salvage and special charges incurred in respect of the
 1335 cargo.
- 1336 If a salvaging ship is owned or operated by the carrier, salvage shall be paid for as fully
 1337 as if the said salvaging ship or ships belonged to strangers. Such deposit as the carrier
 1338 or his agents may deem sufficient to cover the estimated contribution of the cargo and
 1339 any salvage and special charges thereon shall, if required, be made by the cargo
 1340 shippers, consignees or owners of the cargo to the carrier before delivery".
- 1341 43. CLAUSE PARAMOUNT
- 1342 All Bills of Lading issued under this Charter shall be deemed to contain the following
 1343 Clause Paramount:-
- 1344 "CLAUSE PARAMOUNT
- 1345 (1) This Bill of Lading shall have effect subject to any national law making the
 1346 International Convention for the unification of certain rules of law relating to
 1347 bills of lading signed at Brussels on 25th August 1924 (The Hague Rules) or the
 1348 Hague Rules as amended by the Protocol signed at Brussels on 23rd February
 1349 1968 (The Hague/Visby Rules) compulsorily applicable to this Bill of Lading. If
 1350 any term of this Bill of Lading be repugnant to that legislation to any extent,
 1351 such term shall be void to that extent but no further. Neither the Hague Rules
 1352 nor the Hague/Visby Rules shall apply to this Bill of Lading where the goods
 1353 carried hereunder consist of live animals or cargo which by this Bill of Lading is
 1354 stated as being carried on deck and is so carried.
- 1355 (2) Save where the Hague or Hague/Visby Rules apply by reason of (1) above, this
 1356 Bill of Lading shall take effect subject to any national law in force at the port of
 1357 shipment or place of issue of the Bill of Lading making the United Nations
 1358 Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules)
- 1359



- 1360 compulsorily applicable to this Bill of Lading in which case this Bill of Lading
1361 shall have effect subject to the Hamburg Rules which shall nullify any
1362 stipulation derogating therefrom to the detriment of the shipper or consignee.
- 1363 (3) Where the Hague, Hague/Visby or Hamburg Rules are not compulsorily
1364 applicable to this Bill of Lading, the carrier shall be entitled to the benefits of
1365 all privileges, rights and immunities contained in Articles I to VIII of the
1366 Hague/Visby Rules.
- 1367 (4) Nothing in this Bill of Lading shall be construed as in any way restricting,
1368 excluding or waiving the right of any relevant party or person to limit his
1369 liability under any available legislation and/or law".
- 1370 44. OIL POLLUTION INSURANCE
- 1371 44.1 Owners warrant that they have, and shall maintain in force throughout the
1372 period of this Charter, the following oil pollution insurances:-
- 1373 44.1.1 the standard oil pollution insurance cover (currently US\$500
1374 million) available, from time to time, from their Protection and
1375 Indemnity Club; and
- 1376 44.1.2 any additional oil pollution insurance cover (currently US\$200
1377 million) which is, or becomes, available from market, or other
1378 sources provided always that the security of the provider of the
1379 cover is acceptable to Charterers.
- 1380 45. OIL POLLUTION PREVENTION
- 1381 45.1 Owners undertake that the Vessel:-
- 1382 45.1.1 is a tanker owned by a member of the International Tanker Owners
1383 Pollution Federation Limited and will so remain throughout the
1384 period of this Charter;
- 1385 45.1.2 is entered in the P & I Club stated in Section 9.1 of the BP Shipping
1386 Questionnaire last completed by or on behalf of Owners and will
1387 so remain unless Owners have given Charterers prior written
1388 notice of their intention to change. Owners warrant however, that
1389 the Vessel will only be entered in a P & I Club within the
1390 International Group of P & I Clubs.
- 1391 45.2 When an escape or discharge of Oil occurs from the Vessel and causes or
1392 threatens to cause Pollution Damage, or when there is the Threat of an escape
1393 or discharge of Oil (i.e. a grave and imminent danger of the escape or discharge
1394 of Oil which, if it occurred, would create a serious danger of Pollution Damage,
1395 whether or not an escape or discharge in fact subsequently occurs), then upon
1396 notice to Owners or Master, Charterers shall have the right (but shall not be
1397 obliged) to place onboard the Vessel and/or have in attendance at the incident
1398 one or more Charterers' representatives to observe the measures being taken by
1399 Owners and/or national or local authorities or their respective servants, agents
1400 or contractors to prevent or minimise Pollution Damage and, in Charterers'
1401 absolute discretion, to provide advice, equipment or manpower or undertake
1402 such other measures, at Charterers' risk and expense, as are permitted under
1403 applicable law and as Charterers believe are reasonably necessary to prevent or
1404 minimise such Pollution Damage or to remove the Threat of an escape or
1405 discharge of Oil.



1406 45.3 The provisions of this Clause 45 shall be without prejudice to any other rights
 1407 and/or duties of Charterers or Owners whether arising under this Charter or
 1408 under applicable law or under any International Convention.

1409 45.4 In this Clause the terms "Oil", "Threat" and "Pollution Damage" shall have the
 1410 same meaning as that defined in the Civil Liability Convention 1969 or any
 1411 Protocol thereto.

1412 46. LIEN

1413 Owners shall have a lien upon the cargo for all freight, deadfreight, demurrage and
 1414 the cost of recovery thereof.

1415 47. SUB-LETTING

1416 Charterers may sub-let the Vessel without prejudice to the respective rights and
 1417 obligations of either party under this Charter.

1418 48. ADMINISTRATION

1420 48.1 Unless otherwise specifically requested by either Owners or Charterers, no
 1421 formal charterparty shall be prepared and signed. The terms and conditions of
 1422 this Charter shall be evidenced by a recap fixture telex ("Recap Fixture Telex")
 1423 issued by Charterers' broker to Owners and Charterers and shall be confirmed
 1424 as correct by return telexes from both parties to the said broker who shall
 1425 acknowledge receipt of such confirmation telexes to both parties within forty-
 1426 eight (48) hours after the lifting of subjects and a charterparty in the format of
 1427 this Charter, as modified by the Recap Fixture Telex and bearing the same date
 1428 as the Recap Fixture Telex, shall be deemed to have been signed by Owners
 1429 and Charterers.

1430 48.2 If either party requires a formal charterparty to be prepared and signed then
 1431 Owners shall procure that Owners' broker shall prepare a charterparty in the
 1432 format of this Charter, as modified by the Recap Fixture Telex, and bearing the
 1433 same date as the Recap Fixture Telex and shall arrange for signature thereof by
 1434 both Owners and Charterers.

1435 49. LAW

1436 The construction, validity and performance of this Charter shall be governed by
 1437 English Law. The High Court in London shall have exclusive jurisdiction over any
 1438 dispute which may arise out of this Charter.

1439 *In Witness Whereof* the parties have caused this Charter to be executed as of the date
 1440 first above written

1441
 1442 for and on behalf of

1443
 1444 OWNERS

1445
 1446 for and on behalf of

1447
 1448 CHARTERERS



APPENDIX 1

THE BP SHIPPING QUESTIONNAIRE



Clearlake Voyage Chartering Terms

Effective September 1, 2010

Additional Clauses to BPVOY 4

1. BP ISPS Clause for Voyage Charter Parties

- (a) (i) The Owners shall procure that both the Vessel and "the Company" (as defined by the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code)) and the "Owner" (as defined by the US Maritime Transportation Security Act 2002 (MTSA)) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company" and the requirements of the MTSA, if applicable, relating to the Vessel and the "Owner". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).
- (ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or the MTSA, if applicable, or this Clause shall be for the Owners' account.
- (b) (i) The Charterers shall provide the Owner with their full style contact details and any other information the Owners require to comply with the ISPS Code and the MTSA, if applicable. Additionally, Charterers shall ensure that the contact details of any sub-charterers are likewise provided and that all sub-charters they enter into contain the following provision:

"The Charterers shall provide Owners with their full style contact details and, where sub-chartering is permitted under the terms of the Charter Party, shall ensure that contact details of all sub-charterers are likewise provided to Owners."
- (ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this sub-clause (b) shall be for the Charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.
- (c) (i) Without prejudice to the foregoing, Owners' right to tender notice of readiness and Charterers' liability for demurrage in respect of any time delays caused by breaches of this Clause shall be dealt with in accordance with Clauses 6 (Notice of Readiness), 7 (Laytime/Demurrage) and 18 (Suspension of Laytime/Demurrage), of the Charter.



- (ii) Except where the delay is caused by Owners' and/or Charterers' failure to comply with sub-clauses (a) and (b) respectively of this Clause, then any delay arising or resulting from measures imposed by a port facility or by any relevant authority, under the ISPS Code/MTSA, shall count as half laytime, or, if the vessel is on demurrage, half rate demurrage.
- (d) Any costs or expenses related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be shared equally between Owners and Charterers, except where:-
 - (i) such costs or expenses are imposed as a result of Owners' or Charterers' failure to comply with sub-clauses (a) and (b) respectively of this Clause; or
 - (ii) if freight for the voyage is based on Wordscale, such costs or expenses are included by Wordscale in their freight calculation (in which case such costs or expenses shall be for Owners' account).

All measures required by the Owners to comply with the Ship Security Plan shall be for Owners' account.

- (e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.
- (f) (i) [Other than calling at on] Owners warrant that all of the previous ten ports at which the vessel has called, or will have called, prior to tendering Notice of Readiness at the first load port hereunder:
 - (aa) had an approved security plan; and
 - (bb) were (and remain) registered with the IMO as ISPS Compliant Ports; and
 - (cc) had a security level no higher than Level 1 (Normal) or MARSEC Level 1;
 and
 - (dd) were not, nor have subsequently been, deemed unacceptable by the US authorities under their security regime.
- (ii) Owners further warrant that, other than as expressly disclosed to Charterers in writing, the vessel has not loaded goods or supplies (nor embarked any individuals) from, nor engaged in any Ship to Ship transfer of cargo with, another vessel.
- (iii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by breach by Owners of the warranties contained in this Sub-clause (f) shall be for the Owners' account.

2. BP ISM Clause



- (a) Owners undertake that for the duration of this Charter, the Vessel and "the Company" (as defined in the International Management Code for the Safe Operation of Ships and for Pollution Prevention (the International Safety Management (ISM) Code) (the "ISM Code")) shall comply with the requirements of the ISM Code. Charterers may at any time request an inspection of the relevant Document of Compliance and/or Safety Management Certificate, and upon receipt of such a request Owners shall forthwith provide the same.
- (b) Without prejudice to any rights or remedies available to Charterers under the terms of this Charter or under the law applicable hereto, in the event of a breach of the above undertaking any loss, damage, expense or delay following therefrom shall be for Owners' account.

3. BP Regulatory and Guideline Compliance Clause

Throughout the period of this Charter, the Owners and the Vessel shall comply with all relevant regulations and guidelines issued by the IMO and OCIMF and, in the case of a Vessel carrying LPG or LNG, with the recommendations and guidelines issued from time to time by SIGTTO. In addition, all operations shall be carried out in accordance with the latest edition of ISGOTT, and any amendments or updates thereto which may be issued from time to time.

4. Eligibility

Owner warrants that the vessel is in all respects eligible for trading within, to and from ranges and areas specified in charter party, and that at all times she shall have on board all certificates, records and other documents required for such service. In the event that the vessel is found, at any time, not to be eligible as warranted, Charterers shall have the right to cancel subject charter party as well as to have recourse to Owners for any and all damages, demurrage, expenses and losses related to such cancellation.

5. BP Oil Pollution Insurance Certification and COFR'S Clause

The Vessel shall have on board all Certificates of Financial Responsibility ("COFRs") in respect to oil pollution necessary for the required trade within the agreed trading limits, including but not limited to:

- (a) the certificate of insurance required under the International Convention on Civil Liability for Oil Pollution damage and the protocols thereto; and
- and
- (b) the certificate of insurance required under the International Convention on Civil Liability for Bunker Oil Pollution 2001; and
- and



- (c) United States Coast Guard Certificate of Financial Responsibility meeting the requirements of the United States Federal Oil Pollution Act 1990 ("OPA 90").

6. BP ITWF Clause

Owners undertake to ensure that the terms of employment of the Vessel's Master, officers and crew shall always remain acceptable to the International Transport Worker's Federation ("ITWF") and the Vessel will at all times carry an ITWF Blue Card or equivalent certification acceptable to ITWF.

7. Ballast Water Management Clause

Vessel to arrive at each loading port with clean ballast, free of slops and tank washings. Vessel is to be able to ballast / deballast simultaneously with loading / discharging. Owners additionally warrants the vessel will comply with all mandatory ballast water requirements. The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any loss and/or damage (excluding consequential loss and/or damage) and any expenses, fines, penalties and any other claims, including but not limited to legal costs, arising from the Owners' failure to comply with any such provisions. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the period of such delay shall not count as laytime or, if the Vessel is on demurrage, as demurrage provided that nothing in this clause will render valid any NOR that would otherwise have been invalid.

8. BP TOPIA 2006 Clause (Issued November 2006)

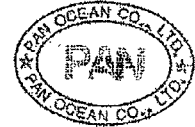
Owners warrant that they are a Participating Owner (as defined in the Tanker Oil Pollution Indemnification Agreement 2006 (TOPIA 2006)) and that the Vessel is entered in TOPIA 2006 and shall so remain throughout the period of this Charter, provided always that:-

- i) the Vessel is and remains a Relevant Ship as defined in cl.III of TOPIA 2006; and
- ii) TOPIA 2006 is not terminated in accordance with cl.IX of that agreement.

9. BP STOPIA 2006 Clause (Issued November 2006)

If the Vessel has a Gross Registered Tonnage of 29,548 or less Owners warrant that they are a Participating Owner (as defined in the Small Tanker Oil Pollution Indemnification Agreement 2006 (STOPIA 2006)) and that the Vessel is entered in STOPIA 2006 and shall so remain throughout the period of this Charter, provided always that:-

- i) the Vessel is and remains a Relevant Ship as defined in cl. III of STOPIA 2006; and
- ii) STOPIA 2006 is not terminated in accordance with cl. IX of that agreement.



10. Fuel Sulphur Content Clause

- (a) Owners warrant that Owners and the Vessel shall comply with all applicable requirements of any emission control zone and shall, without loss of time and/or deviation, use fuels (which term shall include all heavy fuel oils, marine gas oils and marine diesel oils as applicable) of such specifications and grades to ensure compliance with these requirements.
- (b) For the purpose of this Clause, "emission control zone" shall mean areas as stipulated in MARPOL Annex VI including EU Directive 2005/33/EC and/or zones and/or areas regulated by regional and/or national authorities such as, but not limited to, the EU, the US Environmental Protection Agency and the California Environmental Protection Agency.
- (c) Owners shall indemnify, defend and hold Charterers harmless in respect of any direct or indirect loss, liability, delay, fines, costs or expenses arising or resulting from Owners' failure to comply with this Clause.

11. Interim Ports Clause

Charterer shall pay for any interim load/discharge port(s) at cost and net of any rebates afforded to owners. Time for additional steaming, which exceeds direct route from first loadport to furthest discharge port, shall be paid at the demurrage rate plus additional bunkers consumed, plus actual port costs, if any. The reasonable, estimated costs will be payable as an on account payment together with freight, followed by final invoice plus all supporting documents as soon as possible but not later than ninety (90) days after completion of this voyage. All laytime saved shall be credited towards cost for additional time incurred.

12. Unspecified Delay

Any delays for which laytime/demurrage consequences are not specifically allocated in this or any other Clause of this Charter and which are beyond the reasonable control of Owner or Charterer shall count as laytime or, if Vessel is on demurrage, as time on demurrage. If demurrage is incurred, on account of such delays, it shall be paid at half the agreed demurrage rate.

13. Force Majeure

Notwithstanding anything to the contrary in this charterparty, neither the Owners nor the Charterers shall be liable for damages for delay or for any failure to perform their respective obligations hereunder if the delay or failure is due to fire, explosion, strikes, lock-outs, slowdown, stoppage or restraint of labour, floods, act of God, war, terrorist activity, civil commotion or any other cause beyond that party's reasonable control. Time lost as a result of any of the aforementioned clauses shall not count as used laytime or time on demurrage.

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14. Third Party Arrest

In the event of arrest or other sanction levied against the vessel or Charterer arising out of Owner's breach or any fault of Owner, Owner shall indemnify Charterer for any damages, penalties, costs and consequences and any time vessel is under arrest shall not count as used laytime or time on demurrage.

In the event of arrest/detention or other sanction levied against the vessel through no fault of the Charterers, Charterer shall be entitled, in Charterers option, to terminate the Charter. Termination or failure to terminate shall be without prejudice to any claim for damages Charterer may have against Owner.

15. In Transit Loss

In addition to any other rights which Charterer may have, Owner will be responsible for the full amount of any in-transit loss if the in-transit loss exceeds 0.3% and Charterer shall have the right to claim from freight an amount equal to the fob port of loading value of such lost cargo plus freight and insurance due with respect thereto. In-transit loss is defined as the difference between net vessel volumes after loading at the loading port and before unloading at the discharge port, as determined by a mutually agreed independent inspector appointed by Charterers or Receivers, whose determination shall be final and binding upon both parties.

16. Discharge/reload clause

Charterer shall have the option to discharge and/or comingle and/or reload and/or top off all or part cargo within the load/discharge ranges. If exercised, any additional costs in connection with the reload to be for charterer's account and additional time consumed to count as used laytime. For worldscale purposes, said discharge/reload port to count as a load port under worldscale.

17. Loss of Turn and Delay

If, as a result of any breach of this charterparty or any other fault on the part of the Owners or the vessel, the vessel loses its turn to berth or, being at the berth, has to wait idle at the berth or is sent off the berth and has to wait for a further turn, all time lost as a result of having to wait for a berth shall be for Owners account and shall not count as laytime or time on demurrage. All additional costs of unberthing and reberthing and all additional berth fees and any other extra expenses shall likewise be for Owners' account. All other time lost by reason of Owners' breach of any term of this charterparty or any other fault on the part of the Owners of the vessel, shall not count as laytime or time on demurrage. Laytime to resume once vessel commences cargo operations provided that nothing in this clause will render valid any NOR that would otherwise have been invalid.

18. Private and Confidential Clause



The terms and conditions of this Charter Party and its negotiations to be kept strictly private and confidential and shall not be reported.

19. Charter Party Administration Clause

Charter Party terms and conditions are evidence by the fixing confirmation sent by the broker. Owner and Charterer shall each confirm their approval of the fixing confirmation by return to the broker after lifting subjects. The broker shall then confirm receipt of said confirmation to both parties. Except as requested in writing by either Owners or Charterer, there shall be no formal written and signed Charter Party.



Specific Additional Clauses

AC1. Turkish Straits Clause for Vessels over 200m LOA

Notwithstanding anything to the contrary elsewhere herein contained, if the vessel commences the ballast voyage (as per itinerary advised in main terms) in time to arrive at Canakkale latest (Canakkale Cancelling Date)

But is delayed because of the traffic regulations or Navigational difficulties (incl. bad weather, fog etc.) through the Turkish straits north-bound such that vessel may not arrive by the Cancelling date, charterers' option to cancel as provided elsewhere herein cannot be exercised.

Owners to notify charterers of the date and time that they expect the Vessel to be ready to load based on the advisory position given by the traffic control.

Notwithstanding anything to the contrary elsewhere herein contained, if the vessel should be delayed during tanker passage or otherwise as a consequence of direct or indirect action of the Turkish authorities and/or observing traffic regulations/recommendations and/or Navigational difficulties (incl. Bad weather and/or adverse climate Conditions) through the Turkish straits in excess of 48 hrs total North-bound and South-bound, the charterers shall pay compensation for such delay at the rate provided for demurrage.

Expenses in excess of customary costs payable by owners in connection with complying with traffic Regulations/recommendations and/or charterers' voyage orders as Regards the passage of the Turkish straits to be for charterers' Account.

If the vessel fails to arrive Canakkale by
Charterers have the option to cancel the cp as below in this clause.

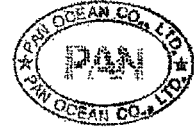
If it appears to owners that the vessel will be delayed beyond the Canakkale cancelling date, owners will notify charterers of the date on which they expect the vessel to be ready to load whereupon Charterers have the option to cancel this charter and such option to Be declared within 48 hours, Saturdays, Sundays and holidays excluded, of the receipt of said notification from owners. In the event the Owners have given such notification and charterers have not exercised their option to cancel within the stated period, the second day after Readiness stated in owner's notification, or such other date as may be Mutually agreed, shall be the new cancelling date.

Owners shall nominate charterers appointed agents for the Turkish Straits passage.

Turkish Straits Clause for Vessels under 200m LOA

Any waiting time in excess of 48 (36 hours if vs1 coming from Sea of Marmara, 24 hours if vessel coming from black sea) hours at Turkish straits (north and southbound) total is to be for charterers account and is to be calculated at demurrage rate per day pro rate.

However in case the vessel, in spite of delays at the Turkish straits, Arrives at loadport within laycan or before the commencement of laydays, the above does not apply for the ballast passage (i.e. Delay all for owners acct), but the time for owners acct on the laden passage is reduced to 24 hrs, thereafter is for charterers account.



Said claim is to be settled together with freight against owners e-mail invoice with supporting documents attached. If hard copy is needed owners to forward soonest possible.

All delays at Turkish strait to be added to laycan.

Demurrage claim is to be kept separate from above claim.

Owners shall nominate charterers appointed agents for the Turkish Straits passage.

AC2. H2S Clause

- (a) Owners undertake that prior to arrival at the load port the Hydrogen Sulphide (H₂S) content in the Vessel's tank atmosphere shall be less than 10 PPM.

AC3. BP Suez Canal Discharge, Transit and Reload Clause

- (a) If the Vessel is nominated to discharge within the UK/Cont/Mediterranean range, Charterers shall have the option to route the Vessel through the Suez Canal.
- (b) If this option is declared, Owners shall discharge sufficient cargo at Ain Sukhna to enable the vessel to safely transit the Suez Canal northbound. The Vessel shall then reload the same quantity, either of the same grade or of a different grade, at Sidi Kerir for on-carriage to the nominated discharge port(s).
- (c) The Worldscales Flat Rate shall be based on the actual voyage performed from the loading port(s) to the discharge port(s), basis Suez/Suez, but excluding any allowance for Sidi Kerir and Ain Sukhna and the Suez Canal differentials.
- (d) Time spent for discharging at Ain Sukhna and reloading at Sidi Kerir shall count as laytime or, if the vessel is on demurrage, as demurrage. Time spent in deviating into Ain Sukhna over and above the time required for the direct passage from the Arabian Gulf to the Suez Canal entrance, and any time spent in deviating into Sidi Kerir over and above the time required for the direct passage from the Suez Canal exit to the first discharge port within UK/Cont/Mediterranean, in either case calculated on the basis of the Service Speed stated in the Charter, shall count as laytime or, if the vessel is on demurrage, as demurrage. Any port costs in Ain Sukhna and Sidi Kerir shall be reimbursed at cost.
- (e) Suez Canal transit costs for the laden passage shall be paid directly by Charterers, and Charterers shall pay to Owners the Suez Canal ballast transit differential as per Worldscales together with freight.
- (f) Subject always to any obligation that the Charterers may have to pay freight on any agreed minimum quantity of cargo for the entire voyage:



- (i) where the quantity of cargo discharged in Ain Sukhna exceeds the quantity of cargo loaded in Sidi Kerir, Charterers shall only be liable to pay freight on the difference on the basis of the flat rate from the actual loading port to Ain Sukhna; and
- (ii) where the quantity of cargo loaded in Sidi Kerir exceeds the quantity of cargo discharged in Ain Sukhna, Charterers shall only be liable to pay freight on the difference on the basis of the flat rate from Sidi Kerir to the actual discharge port.

AC4. BP War Risks Additional Expenditure Clause

- (a) Owners shall effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the general premiums and/or calls therefore shall be for their account.
- (b) War Risk Insurance additional premiums ("Additional Premiums") incurred as a result of the Vessel entering an excluded area necessary to perform under this Charter shall be for Charterers' account, net of all discounts or rebates or no claims bonus, and always provided that Charterers are given written notice of the amount of such Additional Premiums as soon as possible and, in any event, before such Additional Premiums are paid by Owners. Charterers shall not be responsible for any Additional Premiums should Owners fail to give such prior notice.
- (c) The benefit of discounts or rebates or no claims bonus on Additional Premiums received by Owners from their War Risks insurers, underwriters or brokers shall be credited to Charterers in full whether given at the time or credited to Owners by their War Risks insurers at later date. Charterers shall reimburse Owners any amounts due under this clause upon receipt of Owners' invoice, together with full supporting documentation including all associated debit and credit notes.
- (d) For the avoidance of doubt any "blocking and trapping", "loss of profit", "loss of hire", "loss of freight" or "loss of bunkers" insurance taken out by Owners in respect of the Vessel, and any additional premium relating thereto, arising from Charterers trading of the Vessel, shall be for Owners' account.

AC5. Ice Strengthened Vessel Clause

- (a) The Charterers shall be entitled to require the Vessel to breach IWL limits and/or force ice and/or follow ice breakers, always within the Vessel's Class and design capabilities.
- (b) The navigation and safety of the Vessel shall remain the responsibility of the Master. However, notwithstanding the provisions of paragraph (a) above, the Vessel shall not enter areas where the published data (as issued by the local coastguard and/or other competent authorities) indicates that the ice is thicker than that for which the Vessel is classed or areas where there is a risk that the Vessel shall be frozen in. Without prejudice to the provisions of Clause 28 of this Charter, upon receipt of

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such data, the Master shall immediately notify Charterers by telex or other suitable means requesting revised voyage orders. Pending Charterers' revised voyage orders, the Vessel shall remain outside the area of ice-bound waters and any period of delay shall count as laytime or, if the Vessel is on demurrage, as demurrage

- (c) Where applicable, any extra insurance premium, all ice dues (whether at the load or discharge port) and the costs of any ice breakers or ice advisors shall be for Owners account.

AC6. Delays at ice-bound ports

Subject to the provisions of clauses 28 and AC5, where the vessel is delayed in getting to her loading or discharging berth on account of ice, the following provisions shall apply.

- 1) In the event that the vessel is unable to reach the loading or discharging port on account of ice, NOR may be tendered from the edge of ice as near to the port as the vessel may safely reach, **provided always** that such NOR would have been tendered after the Commencement Date stated in Section G of Part 1 had the vessel been able to proceed to the port without delay due to the ice.
- 2) Nothing in this clause shall affect the Charterers' right to cancel the Charter if the Vessel would not have arrived at the first loading port by the Cancelling Date stated in Section G of Part I but for the delay due to the ice.
- 3) Time spent waiting for ice-breakers always to count as laytime, or if the Vessel is on demurrage, demurrage.
- 4) Time spend proceeding to the port shall not count as used laytime or time on demurrage until the Vessel reaches the usual port limit. Any additional time, over and above the normal shifting time, spent due to the ice on an inward passage from the usual anchorage or usual port limit to the berth over and above normal shifting time, shall count as used laytime or, if the Vessel is on demurrage, demurrage.
- 5) Charterers always to be entitled to the full benefit of the 6 hours notice period.

AC7. Primorsk/Kozmino Ballast Clause

a. Primorsk :

Owners / master are aware that according to Primorsk port regulations the ballast water in ballast tanks should contain oil products not more than 0.05 mg / dm³. In case of heightened content of oil product found in ballast tanks the discharge of such water will be prohibited by port authorities. In view of the above the master should take ballast water at the considerable sea depth providing clean water at ballast tanks according to Primorsk regulations. Any time lost and / or any costs due to vessel's failure to comply with above, to be for owners account and time not to count as laytime or as demurrage, if on demurrage.

b. Kozmino:

Ballast water exchange is compulsory and should be done at open sea with sea depth more than 200 meters. Only clean sea water ballast taken/changed at open sea is permitted to discharge alongside. Master has to prepare application de-ballasting letter addressed to Harbour Master, indicating quantity of ballast/location where was taken/changed (must be open sea only), conditions (must be clean, content of oil



substances less than 0,05 mg/ltr), which have to be handed over to ecological inspector for his analyses/approval

AC8. Black Sea Ballast Clause

All tanker vessels must change ballast waters inside the Black Sea. As from 1st May 2006 ecological authorities in Novorossiysk will start the practice of carrying out random inspections and vessels will not be allowed to discharge ballast if it is determined that their ballast water was not changed in the Black Sea as required. Density of ballast water and ship's logs will be checked accordingly.

Any time lost due to Owners non compliance of above and any cost and consequences to be for Owners account.

AC9. Additional Employment/ Storage Clause

Where a rate for use of the Vessel for additional employment/floating storage has been agreed in this Charter, the following shall apply:-

- (a) Charterers may give orders to use the vessel at the rate specified for the period specified.
- (b) Charterers shall, where possible, give Owners 10 days approximate notice of termination of additional employment.
- (c) First 15 days of additional employment is payable in advance, and every 15 days thereafter. Said rate is exclusive of all bunkers and port charges (which shall be for Charterers' account).
- (d) Charterers may give orders, once Vessel has arrived at a loading port or storage area, to order Vessel into or out of a storage area one or more times to discharge or load additional cargo. All time to and from storage area or within loading or discharge ranges, under such orders, shall be at the Storage Rate with Charterers paying all additional bunkers for steaming, heating (if any), loading and discharging and all additional port charges, payable against full supporting documentation
- (e) Any diminution in Vessel's performance and any additional bunkers consumed during or after storage as a result of hull fouling, and any hull cleaning costs, shall be for Owners' account. Any such fouling shall not relieve the Owners in any way from the performance of their obligations under the Charter.

AC10. BP Commingling Clause

- (a) Owners agree, if so requested by Charterers, to instruct the Master to commingle the cargo or cargoes loaded on board, always in strict compliance with safety rules, and subject to the technical characteristics of the Vessel.

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- (b) Charterers warrant that any cargoes to be commingled or blended on board shall be stable and compatible and that no precipitation of solid deposits in cargo tanks, pipes, pumps, valves will occur.
- (c) Charterers will hold Owners harmless and keep them fully indemnified against all costs, losses, claims (including, but not limited to, claims for contamination or quality deterioration or failure to meet any contractual specification) and expenses (including, but not limited to, legal expenses) caused by or in any way arising from Charterers' instructions to commingle or blend on board. Any additional costs incurred as a result of commingling/blending operations are for Charterers' account.
- (d) In the event of commingling or blending on board, Charterers shall return all three (3) original copies of all bills of lading issued in respect of the cargoes to be blended or commingled to Owners for cancellation. Upon return of the original copies of the bills of lading as aforesaid, Owners will issue replacement bills of lading in respect of the commingled or blended cargo, which will state on their face:
 - (i) the details from the bill of lading pursuant to which the cargoes were originally loaded, including the nature of the cargo, the original quantity loaded and the date and place of loading; and
 - (ii) the place and date of the blending or commingling took place.

AC11. Orders Clause

Notwithstanding any term of this charter to the contrary, Charterers shall have the liberty, at any stage of the voyage, of instructing the vessel to stop and wait for orders at a safe place. In particular and without prejudice to the generality of the foregoing, Charterers shall be entitled to instruct the vessel not to tender NOR on arrival at or off any port or place or to delay arriving at any port or place until Charterers give the order to do so. Time to count as used laytime or time on demurrage, if vessel is on demurrage.

AC12. USCG C.O.C Clause

If the vessel requires a C.O.C or TVEL and does not have a valid one, no NOR can be tendered in relation to any cargo operation at any port in the USA or its controlled territories until such time as a valid C.O.C or TVEL, as the case may be, has been obtained.

If the USCG requires to carry out a periodic inspection during the currency of a valid C.O.C or TVEL held by the vessel, the NOR tendered by the vessel shall not be or become effective for the purposes of calculating laytime, or if the vessel is on demurrage, demurrage unless and until the periodic inspection has been carried out and the vessel has been cleared for cargo operations.

The same provisions shall apply mutatis mutandis in respect of any port not in the USA or its controlled territories where any similar certificate is required to be issued and vessel inspect to be carried out by any state authority

**AC13. Speed Clause**

Charterer shall also have the option to request the vessel to reduce her speed on laden passage. Additional voyage time shall count against laytime or time on demurrage, if vessel is on demurrage and the value of any bunkers saved shall be deducted from any demurrage claim. Owner(s) may have under this Charterparty with the value being calculated at last invoiced price. Owner shall provide documentation to fully support the claims and calculations under this clause.

AC14. Proceed at Utmost Dispatch

Vessel not to perform interim voyage prior to entry into charterers service.

AC15. Splitting of BL's

Charterers have the option to split B/L during loading of cargo grade and master to sign accordingly, and stoppage of cargo will be reported in the time sheet. If homogenous cargo and thus a commingling of cargo will take place charterers to issue an LOI during or after the splitting of BL's for practical reasons only as per Owners P and I club wording.

AC16. Turkish B/L Clause

In case next voyage will discharge Turkey – Owners will re-issue “Not Negotiable” copy of the B/L and/or cargo manifest for Turkey Custom Clearance. Only consignee is to be changed for Custom's purposes and all other terms/details of the B/L and/or cargo manifest remain unchanged. The “Not Negotiable” copy must be duly marked with “For Customs Purposes Only.”

AC17 Cargo Supervisors**Korea:**

If required, a supervisor who is nominated by the terminal in South Korea should attend the safe berthing and loading/discharging, for owner's account.

Japan:

Owners to arrange for a Japanese speaking superintendent at the Japanese Port(s) for owners account, and to attend the vessels full cargo operations.

Arabian Gulf:

Owners to embark charterer's surveyor at Fujairah inbound at no additional cost.

AC18. Korean Anchorage

In case vessel arrived at quarantine station at Korean Ports and tender notice of readiness to load/discharge between 18:00 and 24:00 hours, laytime shall count from 06:00 hours the next day. In regards to South Korean anchorage dues first 48 hours for owners account, thereafter to be for charterers account.

AC19. Chinese River Ports Clause

8x



If the vessel is required to call at non-coastal Chinese ports/berths, all extra inbound transit time in the river in excess of actual steaming time, is to count as laytime or time on demurrage if the vessel is on demurrage. For purposes of calculating extra transit time, time is to count upon expiry of 6 hours after arrival at first inbound pilot station until arrival at customary anchorage for such port/berth. All extra transit time up to dropping outbound river pilot, in excess of actual outbound steaming time in the river, is to count as laytime or time on demurrage. All time spent waiting for tide, daylight or weather to count in full.

EXHIBIT C



A MEMBER OF THE GUNVOR GROUP

LETTER OF INDEMNITY

[8TH MAY 2016]

TO : [PAN OCEAN CO., LTD]
 CHARTER PARTY DATED: 13TH APRIL 2016
 SHIP : [GRAND ACE12]
 VOYAGE : [V085 / ZHOUSHAN + TAICHUNG + SUBIC BAY - NANSHA]
 CARGO : [LIGHT CYCLE OIL + GASOIL / APPROX. 36,000 MT]

DEAR SIRS

PARCEL A

TERMINAL/ LOADPORT : ZHOUSHAN, CHINA
 SHIPPER : GUNVOR SINGAPORE PTE LTD
 CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE, SINGAPORE BRANCH
 DESTINATION : SINGAPORE FOR ORDERS
 CARGO/ QUANTITY : LCO / 11,420.866 MT
 BILL OF LADING : B/L NUMBER 1, DATED 1ST MAY 2016 AT ZHOUSHAN, CHINA

PARCEL B

TERMINAL/ LOADPORT : ZHOUSHAN, CHINA
 SHIPPER : GUNVOR SINGAPORE PTE LTD
 CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE, SINGAPORE BRANCH
 DESTINATION : SINGAPORE FOR ORDERS
 CARGO/ QUANTITY : GASOIL / 2,354.553 MT
 BILL OF LADING : B/L NUMBER 2, DATED 1ST MAY 2016 AT ZHOUSHAN, CHINA

PARCEL C

TERMINAL/ LOADPORT : TAICHUNG, TAIWAN
 SHIPPER : GUNVOR SINGAPORE PTE LTD
 CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE, SINGAPORE BRANCH
 DESTINATION : SINGAPORE FOR ORDERS
 CARGO/ QUANTITY : LIGHT CYCLE OIL / 22,583.795 MT
 BILL OF LADING : B/L NO. TCH-0502, DATED 4TH MAY 2016 AT TAICHUNG, TAIWAN

PARCEL D

PORT OF DELIVERY : SUBIC BAY
 CARGO/ QUANTITY : MGO / 50 MT
 DATE OF DELIVERY : 7TH MAY 2016
 DELIVERY RECEIPT NO : NO. 00735

NOTWITHSTANDING THE ABOVE FOUR CARGOES SHOULD BE LOADED SEPARATELY INTO RESPECTIVE DIFFERENT TANKS, WE HEREBY REQUEST YOU TO COMMINGLE AND LOAD THE SAID CARGOES INTO THE SAME TANK AT OUR SOLE RISK, RESPONSIBILITY AND COSTS.

AND WE ALSO REQUEST OWNERS TO INSTRUCT THE MASTER TO CARRY OUT THE PROCEDURE FOR INTERNAL TRANSFER OF CARGO AT THE PORT OF [SUBIC BAY PHILIPPINES] WITH THE PROCEDURE AS STATED BELOW:

CLEARLAKE SHIPPING PTE. LTD.

ICG Reg No 2011061530

12 Marina Boulevard, #35-02

Marina Bay Financial Centre Tower 3
Singapore 018982

Tel: +65 6496 9900

Fax: +65 6496 9901

www.gunvorgroup.com



A MEMBER OF THE GUNVOR GROUP

CARGO OPERATION PROCESS WILL BE AS BELOW,

AA) LOADING APPROX. 50 MT MGO AT SUBIC BAY INTO 1 SLOP TANK ONLY
BB) ITT 50 MT FROM SLOP TANK TO 1 COT ONLY

WE ALSO REQUEST YOU TO SUBSTITUTE THE ORIGINAL BILLS OF LADING FOR THE CARGO(ES) REFERRED IN (A), (B) AND (C) ABOVE WITH A NEW BILL OF LADING TO BE ISSUED ON THE DATE ON WHICH THE COMINGLING IS COMPLETED:

"A QUANTITY OF [11,420.868 MT] OF [LCO] LOADED AT [ZHOUSHAN, CHINA] ON/AROUND 1ST MAY 2016, COMMINGLED WITH [2,354.553 MT] OF [GASOIL] LOADED AT [ZHOUSHAN, CHINA] ON/AROUND 1ST MAY 2016, COMMINGLED WITH [22,583.795 MT] OF [LIGHT CYCLE OIL] LOADED AT [TAICHUNG, TAIWAN] ON/AROUND 4TH MAY 2016 AND COMMINGLED WITH [50MT] OF [MGO] LOADED AT [SUBIC BAY] ON 7TH MAY 2016 NEITHER THE VESSEL NOR THE OWNERS ASSUME ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH COMMINGLING NOR FOR THE SEPARATION THEREOF AT THE TIME OF DELIVERY."

THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE CARGO CAUSED BY THE COMMINGLING".

NO B/L WILL BE ISSUED FOR [50 MT OF MGO] WHICH LOADED AT [SUBIC BAY], ONLY EDN WILL BE PROVIDED.

AND THE B/L WILL BE SWITCHED AT [SINGAPORE] AS FOLLOWING:

OLD BILL OF LADING

(1)

TERMINAL/ LOADPORT : ZHOUSHAN, CHINA
SHIPPER : GUNVOR SINGAPORE PTE LTD
CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE, SINGAPORE BRANCH
DESTINATION : SINGAPORE FOR ORDERS
CARGO/ QUANTITY : LCO / 11,420.868 MT
BILL OF LADING : B/L NUMBER 1, DATED 1ST MAY 2016 AT ZHOUSHAN, CHINA

(2)

TERMINAL/ LOADPORT : ZHOUSHAN, CHINA
SHIPPER : GUNVOR SINGAPORE PTE LTD
CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE, SINGAPORE BRANCH
DESTINATION : SINGAPORE FOR ORDERS
CARGO/ QUANTITY : GASOIL / 2,354.553 MT
BILL OF LADING : B/L NUMBER 2, DATED 1ST MAY 2016 AT ZHOUSHAN, CHINA

(3)

TERMINAL/ LOADPORT : TAICHUNG, TAIWAN
SHIPPER : GUNVOR SINGAPORE PTE LTD
CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE, SINGAPORE BRANCH
DESTINATION : SINGAPORE FOR ORDERS
CARGO/ QUANTITY : LIGHT CYCLE OIL / 22,583.795 MT
BILL OF LADING : B/L NO. TCH-0562, DATED 4TH MAY 2016 AT TAICHUNG, TAIWAN

CLEARLAKE SHIPPING PTE. LTD.

(Co Reg No 2011067530)

12 Marina Boulevard #35-02

Marina Bay Financial Centre Tower 3

Singapore 018982

Tel +65 6496 9900

Fax: +65 6496 9901

www.gunvorgroup.com



A MEMBER OF THE GUNVOR GROUP

NEW BILL OF LADING

(1)
 SHIPPER : IXION CORPORATION
 LOT 8B, BRAND REX COMPOUND
 ARGONAUNT HIGHWAY, SUBIC BAY FREEPORT ZONE
 PHILIPPINES 2000
 CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE SINGAPORE BRANCH
 NOTIFY ADDRESS : CHINA-BASED NINGBO FOREIGN TRADE CO., LTD.
 VOYAGE : LOAD : SUBIC BAY PHILIPPINES
 : DISCHARGE : NANSHA, CHINA
 CARGO / QUANTITY : 10,000.000 MT OF LIGHT CYCLE OIL
 BILL OF LADING : B/L NO.: GA12SUENSHA-VM2016-1,
 : DATED 7TH MAY 2016 AT SUBIC BAY PHILIPPINES

(2)
 SHIPPER : IXION CORPORATION
 LOT 8B, BRAND REX COMPOUND
 ARGONAUNT HIGHWAY, SUBIC BAY FREEPORT ZONE
 PHILIPPINES 2000
 CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE SINGAPORE BRANCH
 NOTIFY ADDRESS : CHINA-BASED NINGBO FOREIGN TRADE CO., LTD.
 VOYAGE : LOAD : SUBIC BAY PHILIPPINES
 : DISCHARGE : NANSHA, CHINA
 CARGO / QUANTITY : 16,000.000 MT OF LIGHT CYCLE OIL
 BILL OF LADING : B/L NO.: GA12SUBNSHA-VM2016-2,
 : DATED 7TH MAY 2016 AT SUBIC BAY PHILIPPINES

(3)
 SHIPPER : IXION CORPORATION
 LOT 8B, BRAND REX COMPOUND
 ARGONAUNT HIGHWAY, SUBIC BAY FREEPORT ZONE
 PHILIPPINES 2000
 CONSIGNEE : TO THE ORDER OF SOCIETE GENERALE SINGAPORE BRANCH
 NOTIFY ADDRESS : CHINA-BASED NINGBO FOREIGN TRADE CO., LTD.
 VOYAGE : LOAD : SUBIC BAY PHILIPPINES
 : DISCHARGE : NANSHA, CHINA
 CARGO / QUANTITY : 10,409.216 MT OF LIGHT CYCLE OIL
 BILL OF LADING : B/L NO.: GA12SUENSHA-VM2016-3,
 : DATED 7TH MAY 2016 AT SUBIC BAY PHILIPPINES

IN CONSIDERATION OF YOUR COMPLYING WITH OUR ABOVE REQUEST, WE HEREBY AGREE AS FOLLOWS:

1. TO INDEMNIFY YOU, YOUR SERVANTS AND AGENTS AND TO HOLD ALL OF YOU HARMLESS IN RESPECT OF ANY LIABILITY, LOSS, DAMAGE OR EXPENSE OF WHATSOEVER NATURE WHICH YOU MAY SUSTAIN BY REASON OF THE LOADING OF THE CARGOES AS AFORESAID IN ACCORDANCE WITH OUR ABOVE REQUEST EVEN IF SUCH LIABILITY, LOSS, DAMAGE AND/OR EXPENSE IS CAUSED AND/OR INCURRED SOLELY BY ACT OR NEGLIGENCE OF YOU, YOUR SERVANTS AND/OR AGENT.

CLEARLAKE SHIPPING PTE. LTD.

Co Reg No 201106763D

12 Marina Boulevard, #35-02

Marina Bay Financial Centre Tower 3
Singapore 018982

Tel: +65 6496 9900

Fax: +65 6496 9901

www.gunvorgroup.com



A MEMBER OF THE GUNVOR GROUP

2. IN THE EVENT OF ANY PROCEEDINGS BEING COMMENCED AGAINST YOU OR ANY OF YOUR SERVANTS OR AGENTS IN CONNECTION WITH THE LOADING OF THE CARGOES AS AFORESAID, TO PROVIDE YOU OR THEM ON DEMAND WITH SUFFICIENT FUNDS TO DEFEND THE SAME.
3. IF, IN CONNECTION WITH THE LOADING OF THE CARGOES AS AFORESAID, THE SHIP, OR ANY OTHER SHIP OR PROPERTY IN THE SAME OR ASSOCIATED OWNERSHIP, MANAGEMENT OR CONTROL, SHOULD BE ARRESTED OR DETAINED OR SHOULD THE ARREST OR DETENTION THEREOF BE THREATENED, OR SHOULD THERE BE ANY INTERFERENCE IN THE USE OR TRADING OF THE VESSEL (WHETHER BY VIRTUE OF A CAVEAT BEING ENTERED ON THE SHIP'S REGISTRY OR OTHERWISE HOWSOEVER), TO PROVIDE ON DEMAND SUCH BAIL OR OTHER SECURITY AS MAY BE REQUIRED TO PREVENT SUCH ARREST OR DETENTION OR TO SECURE THE RELEASE OF SUCH SHIP OR PROPERTY OR TO REMOVE SUCH INTERFERENCE AND TO INDEMNIFY YOU IN RESPECT OF ANY LIABILITY, LOSS, DAMAGE OR EXPENSE CAUSED BY SUCH ARREST OR DETENTION OR THREATENED ARREST OR DETENTION OR SUCH INTERFERENCE, WHETHER OR NOT SUCH ARREST OR DETENTION OR THREATENED ARREST OR DETENTION OR SUCH INTERFERENCE MAY BE JUSTIFIED.
4. THE LIABILITY OF EACH AND EVERY PERSON UNDER THIS INDEMNITY SHALL BE JOINT AND SEVERAL AND SHALL NOT BE CONDITIONAL UPON YOUR PROCEEDING FIRST AGAINST ANY PERSON, WHETHER OR NOT SUCH PERSON IS PARTY TO OR LIABLE UNDER THIS INDEMNITY.

THIS INDEMNITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH [ENGLISH LAW] AND EACH AND EVERY PERSON LIABLE UNDER THIS INDEMNITY SHALL AT YOUR REQUEST SUBMIT TO THE JURISDICTION OF THE [HIGH COURT OF JUSTICE OF ENGLAND].

YOURS FAITHFULLY,
FOR AND ON BEHALF OF
CLEARLAKE SHIPPING PTE LTD
MR TERENCE SOH
CHARTERING MANAGER
THE REQUESTOR

SIGNATURE



CLEARLAKE SHIPPING PTE. LTD.

(Co Reg No 201106753D)

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